

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

JLG INDUSTRIES, INC.,)	
)	
Plaintiff,)	
)	CASE NO. _____
vs.)	
)	
POWERSCREEN USC INC.,)	
POWERSCREEN INTERNATIONAL PLC,)	
and TEREX CORPORATION,)	JURY TRIAL DEMANDED
)	
Defendants.)	

COMPLAINT

The plaintiff, JLG INDUSTRIES, INC. ("JLG"), by counsel, for its Complaint against the defendants herein, states as follows:

THE PARTIES

1. Plaintiff JLG is a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and maintains a principal place of business in McConnellsburg, Pennsylvania.

2. Upon information and belief, defendant POWERSCREEN USC INC. ("POWERSCREEN") was and is a domestic corporation duly organized and existing under and by virtue of the laws of the State of Delaware and maintains a principal place of business in Louisville, Kentucky.

3. Upon information and belief, defendant POWERSCREEN INTERNATIONAL PLC ("POWERSCREEN INTERNATIONAL") is a public limited company registered under the laws of England and Wales and maintains a principal place of business in Dungannon, Northern Ireland.

4. Upon information and belief, defendant TEREX CORPORATION (“TEREX”), is a domestic corporation duly organized and existing under and by virtue of the laws of the State of Delaware and maintains a principle place of business in Westport, Connecticut.

5. Upon information and belief, POWERSCREEN and POWERSCREEN INTERNATIONAL were acquired by TEREX in 1999.

JURISDICTION AND VENUE

6. This action is brought under an Asset Purchase Agreement (“APA”) between POWERSCREEN and JLG, which was joined in by POWERSCREEN INTERNATIONAL. This Court has been designated by the parties as the proper venue to resolve disputes arising under the APA as described by section 9.18 of the APA. A true and accurate copy of the APA is attached to this Complaint as Exhibit A.

7. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 by virtue of the diversity of citizenship of the parties. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

8. This Court is the proper venue for this matter pursuant to 28 U.S.C. § 1391.

FACTUAL BACKGROUND

9. On May 22, 1996, JLG and POWERSCREEN entered into the APA.

10. By virtue of the APA, POWERSCREEN purchased substantially all of JLG’s assets used solely or primarily in the operation of its Material Handling Division.

11. Section 8.05 of the APA states in pertinent part that POWERSCREEN:

shall indemnify and hold [JLG] harmless from and against, and shall pay to [JLG] the full amount of, any loss, claim, damage, liability or expense (including reasonable attorneys’ fees) resulting to [JLG], either directly or

indirectly, from...(c) any Assumed Liability; and (d) any product liability claim resulting from incidents or injuries occurring following the Closing.

12. Section 1.01(f) of the APA defines “ Assumed Liabilities” as “ only those liabilities expressly set forth on Schedule 1.01(f).”

13. The sixth Assumed Liability set forth on Schedule 1.01(f) states in pertinent part:

Liability for all claims, demands, expenses and actions in law or in equity at any time made or brought by anyone or any entity for damages of any nature or injuries of any kind arising from accidents or incidents occurring after the Closing Date and relating to the design, manufacture, assembly, sale, distribution or service of i) all unloaders and boom truck cranes and parts therefore which were manufactured and/or sold by [JLG]...

14. On or about September 8, 2006, Alejandra Pacheco, Gilberto Pacheco, Jr., a minor, Maira Pacheco, a minor, and Javier Pacheco, a minor, by and through their Guardian ad Litem, Alejandra Pacheco (“ the Pachecos”) commenced a civil action in the Superior Court of Fresno County, California (“ Underlying Litigation”) as a result of an accident which occurred on May 11, 2006 (“ Accident”). A true and accurate copy of the Summons and Complaint in the Underlying Litigation is attached to this Complaint as Exhibit B.

15. In the Underlying Litigation, the Pachecos allege that the Accident occurred when a JLG Model 800BT Crane mounted upon a 1989 Ford Truck rolled over and fell upon the Pachecos’ decedent, Gilberto Modesto Pacheco. The Pachecos claim that Gilberto Modesto Pacheco died as a result of the Accident.

16. In the Underlying Litigation, the Pachecos claim that JLG manufactured the JLG Model 800BT Crane. The Pachecos brought negligence and strict liability causes of action against JLG.

COUNT I

CONTRACTUAL INDEMNIFICATION FOR THE PACHECOS' STRICT PRODUCT LIABILITY CLAIM AGAINST JLG IN THE UNDERLYING LITIGATION

17. JLG repeats and realleges paragraphs 1 through 16 as though fully set forth in this paragraph.

18. Pursuant to section 8.05(d) of the APA, defendants agreed to indemnify and hold JLG harmless from and against, and to pay JLG the full amount of, any loss, claim, damage, liability or expense resulting to JLG, either directly or indirectly, from any product liability claim resulting from incidents or injuries occurring following the Closing.

19. Pursuant to section 1.01(i) of the APA, the Closing was on May 22, 1996.

20. The Accident in the Underlying Litigation occurred on May 11, 2006.

21. The Pachecos' strict liability cause of action against JLG in the Underlying Litigation is a "product liability claim" covered by section 8.05(d) of the APA.

22. On or about October 11, 2006, JLG requested that POWERSCREEN, POWERSCREEN INTERNATIONAL and/or TEREX indemnify and hold JLG harmless in the Underlying Litigation in accordance with section 8.05 of the APA.

23. Defendants have refused to indemnify and hold JLG harmless in the Underlying Litigation.

COUNT II

CONTRACTUAL INDEMNIFICATION FOR THE PACHECOS' NEGLIGENCE CLAIM
AGAINST JLG IN THE UNDERLYING LITIGATION

24. JLG repeats and realleges paragraphs 1 through 23 as though fully set forth herein.

25. Pursuant to section 8.05(c) of the APA, defendants agreed to indemnify and hold JLG harmless from and against, and to pay JLG the full amount of, any loss, claim, damage, liability or expense resulting to JLG, either directly or indirectly, from any Assumed Liability.

26. The sixth Assumed Liability set forth on Schedule 1.01(f) of the APA is liability for all claims at any time made or brought by anyone for any damages of any nature or injuries of any kind arising from accidents or incidents occurring after the Closing Date and relating to the design, manufacture, assembly, sale, distribution or service of i) all unloaders and boom truck cranes and parts therefore which were manufactured and/or sold by JLG.

27. The boom truck crane involved in the Accident in the Underlying Litigation is a JLG Model 800BT Crane.

28. Pursuant to section 1.01(i) of the APA, the Closing Date was May 22, 1996.

29. The Accident in the Underlying Litigation occurred on May 11, 2006.

30. On or about October 11, 2006, JLG requested that POWERSCREEN, POWERSCREEN INTERNATIONAL and/or TEREX indemnify and hold JLG harmless in the Underlying Litigation in accordance with section 8.05 of the APA.

31. Defendants have refused to indemnify and hold JLG harmless in the Underlying Litigation.

COUNT III

ATTORNEYS' FEES

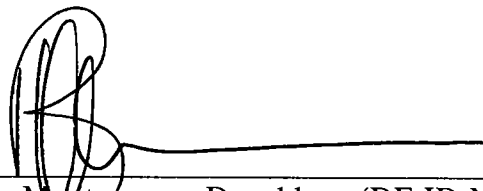
32. JLG repeats and realleges paragraphs 1 through 31 as though fully set forth herein.

33. Section 8.05 of the APA states that defendants shall indemnify and hold JLG harmless from and against, and shall pay to JLG reasonable attorneys' fees resulting to JLG, either directly or indirectly, from "(c) any Assumed Liability; and (d) any product liability claim resulting from incidents or injuries occurring following the Closing."

34. In the event that contractual indemnification is ultimately found against the defendants, then JLG is also entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in defending the Underlying Litigation.

WHEREFORE, plaintiff JLG, demands judgment: (a) granting JLG contractual indemnification against defendants for the Pachecos' product liability claim in the Underlying Litigation; (b) granting JLG contractual indemnification against the defendants for the Pachecos' negligence claim in the Underlying Litigation; and (c) granting JLG attorneys' fees and other litigation expenses, together with the costs and disbursements of this action.

DATED: November 2, 2006

A handwritten signature in black ink, appearing to be 'R. Montgomery Donaldson', written over a horizontal line.

R. Montgomery Donaldson (DE ID No. 4367)
Montgomery, McCracken,
Walker & Rhoads, LLP
300 Delaware Avenue, Suite 750
Wilmington, Delaware 19801
(302) 504-7840

and

Anthony J. Colucci, III, Esq.
COLUCCI & GALLAHER, P.C.
2000 Liberty Building
Buffalo, New York 14202
(716) 853-4080

Attorneys for Plaintiff

EXHIBIT “A”

(Part 1)

ASSET PURCHASE AGREEMENT

dated as of May 22, 1996

between

POWERSCREEN USC INC.

and

JLG INDUSTRIES, INC.

joined in by

FULTON INTERNATIONAL, INC.

and by

POWERSCREEN INTERNATIONAL PLC

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ASSETS PURCHASE AGREEMENT

This is an Assets Purchase Agreement dated as of May 22, 1996 (the "Agreement"), between POWERSCREEN USC INC. ("Purchaser"), a Delaware corporation, and JLG INDUSTRIES, INC. ("Seller"), a Pennsylvania corporation. FULTON INTERNATIONAL, INC. ("Fulton"), a Delaware corporation, and POWERSCREEN INTERNATIONAL PLC ("Powerscreen International"), a public limited company registered under the laws of England and Wales, join in this Agreement for the limited purposes described herein.

RECITALS

A. The Material Handling Division of Seller (the "Division"), designs, manufactures, distributes, sells and services (i) a broad line of hydraulic materials-handling equipment which is mounted onto commercial truck chassis or trailers; and (ii) certain other equipment, all as more particularly described on Schedule A (the "Business"). The Division conducts its Business primarily through operations in York, Pennsylvania, and its principal product lines are classified as boom truck cranes and unloaders.

B. Seller wishes to sell, and Purchaser wishes to purchase, upon the terms and conditions set forth in this Agreement, substantially all of Seller's assets which are used solely or primarily in the operation of the Business.

C. Purchaser is a wholly owned subsidiary of Powerscreen Holdings USA Inc., a Delaware corporation, which in turn is a wholly owned subsidiary of Powerscreen International.

D. Fulton is a wholly owned subsidiary of Seller and the owner of certain patents and other intellectual property to be conveyed hereunder.

E. This Agreement is the definitive acquisition agreement contemplated by and superseding any prior verbal or written understanding or communication of the parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, and subject to the terms and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

Definitions

1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Accounts Receivable" shall mean all of the Division's notes and accounts receivable as reflected on the Closing Financial Statements, excluding intercompany receivables to the extent that such intercompany receivables are not trade receivables and excluding "other prepaids" as reflected on the Closing Financial Statements.

(b) "Assets" shall mean all of Seller's assets, other than the Excluded Assets, used solely or primarily in the operation of the Business, including, without limitation, the Accounts Receivable, Assumed Contracts, Equipment, Vehicles, Inventory, transferable Permits, Real Property, Goodwill, Conveyed Intellectual Property as defined in Section 3.12 and further described in

Schedule 3.12, cash of \$750,000, and all of the books and records of the Division.

(c) "Assignment of Contracts" shall mean the Assignment of Assumed Contracts, substantially in the form attached hereto as Annex 1.01(c), pursuant to which Seller shall assign the Assumed Contracts to Purchaser.

(d) "Assignment of Lease" shall mean the Assignment of Lease, substantially in the form attached hereto as Annex 1.01(d), pursuant to which Seller shall assign to Purchaser each lease of Assets utilized in the Business but not owned by Seller or any Affiliate of Seller.

(e) "Assumed Contracts" shall mean those Contracts being assumed by Purchaser at Closing, which Assumed Contracts are listed on Schedule 1.01(e).

(f) "Assumed Liabilities" shall mean only those liabilities expressly set forth on Schedule 1.01(f).

(g) "Bills of Sale" shall mean the instruments of transfer, substantially in the form attached hereto as Annex 1.01(g)(1-3), pursuant to which Seller shall transfer to Purchaser the Accounts Receivable, Equipment, Vehicles, Inventory, transferable Permits, Goodwill, Conveyed Intellectual Property and the books and records of the Division.

(h) "Closing" shall mean the consummation of the transactions contemplated in this Agreement in accordance with the provisions of Section 7.

(i) "Closing Date" shall mean May 22, 1996, or such other date mutually acceptable to the parties.

(j) "Closing Financial Statements" shall mean the Division's unaudited pro forma balance sheet including notes and any schedules referred to therein as of the Closing Date (the "Closing Balance Sheet") and the Division's unaudited pro forma income statement including notes and any schedules referred to therein for the period beginning August 1, 1995, and ending as of the Closing Date (the "Closing Income Statement") prepared by Seller utilizing the practices and policies described in Schedule 1.01(j), which, except as specifically set forth in said Schedule, shall be consistent with the Current Financial Statements, and which statements shall be reviewed by Purchaser and be subject to adjustment pursuant to the terms and conditions of Section 2.05. For purposes of this provision, "pro forma" shall mean the adjustments made from the books and records of the Division as reflected in the notes to the Closing Financial Statements.

(k) "Contracts" shall mean all contracts, leases and commitments, other than the Excluded Assets, related solely or primarily to the conduct of the Business, whether written or oral, to which Seller is a party or otherwise obligated, all of which (excluding any invoices for Division products and any purchase orders by the Division in the ordinary course of business) are listed on Schedule 1.01(k).

(l) "Current Financial Statements" shall mean the Division's unaudited pro forma balance sheet including notes and any schedules referred to therein as of April 30, 1996, (the "Current Balance Sheet"), and the Division's related unaudited pro forma income statement including notes and any schedules referred

to therein for the nine month period ending April 30, 1996, (the "Current Income Statement"), copies of which are attached hereto as Annex 1.01(l). For purposes of this provision, "pro forma" shall mean the adjustments made from the books and records of the Division as reflected in the notes to the Current Financial Statements.

(m) "Deed" shall mean the Special Warranty Deed substantially in the form attached hereto as Annex 1.01(m), pursuant to which Seller shall convey to Purchaser the Real Property.

(n) "Entity" shall mean any person, firm, trust, partnership, corporation or other business entity.

(o) "Equipment" shall mean all of Seller's furniture, fixtures, machinery, equipment and other tangible personal property, other than the Excluded Assets, used solely or primarily to conduct the Business, wherever situated, as described on Schedule 1.01(o), together with all manufacturers' warranties pertaining to the same, to the extent that such warranties may exist and be assignable.

(p) "Excluded Assets" shall mean the cash in excess of \$750,000, intercompany accounts and other assets of the Division and of Seller set forth on Schedule 1.01(p).

(q) "Financial Statements" shall mean the unaudited pro forma balance sheets including notes and the unaudited pro forma income statements including notes of the Division as of and for the three most recent fiscal years ended July 31, 1995, 1994, 1993, respectively, copies of which are attached hereto as Schedule 1.01(q). For purposes of this provision, "pro forma" shall mean

the adjustments made from the books and records of the Division as reflected in the notes to the Financial Statements.

(r) "Goodwill" shall mean the Division's goodwill and names, other than the Excluded Assets, and the going concern value of the Business.

(s) "Intellectual Property" shall mean trade names, trademarks or service marks, together with the Goodwill associated therewith; copyrights; pending or issued registrations for any of the foregoing; patents and patent applications; unpatented inventions; trade secrets and other confidential or proprietary information; packaging designs; computer programs; processes; formulas and methods; and all other intangible property rights of any kind.

(t) "Inventory" shall mean the raw materials, manufacturing supplies, packaging materials, purchased products, finished and partly finished goods and all other goods, merchandise and materials of the Division, wherever situated, as more particularly described by category on Schedule 1.01(t).

(u) "Liabilities" shall mean all of Seller's accounts payable, notes payable, commitments, indebtedness, obligations or liabilities of any kind whatsoever, whether absolute, accrued, contingent, matured or unmatured, direct or indirect, related to the Business, or to which any of the Division's properties or assets are subject, all of which, to Seller's knowledge, are listed on Schedule 1.01(u) hereto.

(v) "Net Asset Value" shall mean the difference between (i) the value of the Assets, which value shall initially be

established by the Current Balance Sheet subject to the adjustments referred to in Schedule 1.01(y) and which value shall ultimately be established by the Closing Balance Sheet in accordance with Section 2.05 hereof, together with adjustments made on the same basis as the adjustments referred to in Schedule 1.01(y) excluding the premium of \$554,000 but including cash of \$750,000; and (ii) the value of the Assumed Liabilities, which value shall initially be established by the Current Balance Sheet subject to the adjustments set forth on Schedule 1.01(y), and which value shall ultimately be established by the Closing Balance Sheet in accordance with Section 2.05 hereof, together with adjustments made on the same basis as the adjustments referred to in Schedule 1.01(y) excluding the premium of \$554,000 but including cash of \$750,000. For the avoidance of doubt, in calculating Net Asset Value, with respect to the Assets no value shall be ascribed to Assumed Contracts, transferable Permits, Conveyed Intellectual Property or Goodwill. With respect to the Assumed Liabilities, value shall be ascribed only to accounts payable and warranty expense or accrual.

(w) "Other Agreements" shall mean the Assignment of Contracts, Assignment of Lease, Bills of Sale, and Deed, and all other agreements, certificates, opinions, instruments or documents contemplated by, required by or referred to in, this Agreement for the consummation of the transactions contemplated hereby.

(x) "Permits" shall mean all permits, licenses, franchises, approvals, certificates or authorizations of any foreign, federal, state or local governmental or regulatory body required

(cc) "Vehicles" shall mean the automobiles, trucks and other vehicles for which registrations are required listed on Schedule 1.01(cc).

1.02 Additional Terms. Other capitalized terms used in this Agreement but not defined in Section 1.01 above shall have the meanings ascribed to them wherever such terms first appear in this Agreement.

Section 2

Purchase and Sale

2.01 Purchase of the Assets. Subject to the terms and conditions of this Agreement, Seller and Fulton hereby agree to sell, transfer and deliver to Purchaser, and Purchaser hereby agrees to purchase, the Assets.

2.02 Assumption of Selected Liabilities. Subject to the terms and conditions of this Agreement, Seller shall assign, and Purchaser shall accept, the Assumed Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume, and the parties do not intend for Purchaser to assume, pursuant to this Agreement or otherwise, any of the Liabilities. The mere disclosure by Seller of Liabilities shall not in any way expand the nature or scope of the Assumed Liabilities which the Purchaser shall assume at the Closing. Seller agrees and confirms that Seller is, and shall remain, responsible for and shall pay any and all of the Liabilities which are not expressly set forth on Schedule 1.01(f), subject to Seller's right vis-a-vis third parties to contest in good faith and assert any legal or equitable defense.

2.03 Purchase Price. Subject to adjustment in accordance with Section 2.05 hereof, the Purchase Price shall be the Net Asset Value plus \$554,000, which sum, subject to the provisions of Section 2.04 below, shall be paid by wire transfer in immediately available funds at the Closing. In no event, however, shall the Purchase Price, as adjusted pursuant to Section 2.05, exceed \$13,250,000.

2.04 Escrow. At the Closing, Purchaser shall deposit \$250,000 of the Purchase Price (the "Escrowed Funds") with PNC Bank, N.A. (the "Escrow Agent") to be held in escrow pursuant to the terms and conditions of an escrow agreement among Seller, Purchaser and the Escrow Agent (the "Escrow Agreement"), the form of which is attached hereto as Annex 2.04. Without limiting the foregoing, the Escrowed Funds and all accrued interest thereon shall be released from escrow following resolution of the matters set forth in Sections 2.05 and 5.05 of this Agreement and otherwise pursuant to the terms of the Escrow Agreement.

2.05 Closing Financial Statements; Purchase Price Adjustment.

(a) Seller shall prepare and deliver to Purchaser, within 30 days following the Closing, the Closing Financial Statements. Following such delivery, Seller shall, upon request, deliver to Purchaser copies of accounting work papers, analyses, reports and other documents reviewed or created by Seller in connection with the preparation of the Closing Financial Statements. To confirm the accuracy of the amounts reflected in such Closing Balance Sheet in accordance with the accounting practices and policies set forth in Schedule 1.01(j), including the

methods and procedures set forth in the supporting schedules thereto, Purchaser and, at Purchaser's election, Purchaser's firm of certified public accountants shall complete a review of such Closing Balance Sheet within 60 days of Seller's delivery of the Closing Balance Sheet to Purchaser. Upon completion of such review, Purchaser shall, upon request, deliver and, if applicable, cause its certified public accountants to deliver to Seller copies of accounting work papers, analyses, reports, and other documents reviewed or created by or at the request of Purchaser or its certified public accountants in connection with the review of the Closing Balance Sheet contemplated by this Section 2.05.

(b) If the Net Asset Value, as determined by reference to the Closing Balance Sheet as reviewed and adjusted due to any inaccuracy identified by Purchaser in accordance with subparagraph (a) above, is greater than or less than \$11,406,443, the Purchase Price set forth in Section 2.03 shall be increased or decreased, dollar for dollar, as the case may be, by the difference between \$11,406,443, and the Net Asset Value (the "Purchase Price Adjustment").

(c) Unless Seller objects to the proposed Purchase Price Adjustment in accordance with subparagraph (d) below, the parties shall instruct the Escrow Agent to disburse that portion of the Escrowed Funds equal to the Purchase Price Adjustment. Should the Escrowed Funds be insufficient, the debtor party shall within seven days remit any additional funds due the creditor party under this Section 2.05.

(d) If, upon completion of Purchaser's review of the Closing Financial Statements, Purchaser submits a Purchase Price Adjustment, Seller shall have 30 days to object to Purchaser's proposed adjustment by delivery to Purchaser of Seller's written notice of objection. Such objection shall explain in reasonable detail the basis of Seller's objection and shall be accompanied by supporting documentation and evidence. If Seller does not object within such 30 day period, the Purchase Price Adjustment shall be deemed to be approved by the parties and the Closing Financial Statements accepted by the parties. If Seller does object to the proposed Purchase Price Adjustment, the parties shall seek to resolve the dispute promptly through good faith negotiations. If Purchaser and Seller are unable to agree upon the Purchase Price Adjustment within ten days after Purchaser's receipt of Seller's objection despite good faith negotiations, the determination of the Purchase Price Adjustment shall be submitted to arbitration with the accounting firm of Coopers & Lybrand LLP in accordance with Section 11.17 hereof, and any adjustment to the Purchase Price following arbitration shall be made from the Escrowed Funds. Should the Escrowed Funds be insufficient, the debtor party shall remit within seven days any additional funds due to the creditor party.

2.06 Purchase Price Allocation. Subject to adjustment pursuant to Section 2.05, Schedule 2.06 sets forth the allocation of the Purchase Price among the Assets and the covenant of Seller and Fulton not to compete contained in Section 5.09. To the extent permitted by law, Purchaser, Seller and Fulton shall report the

transactions contemplated herein for all tax purposes in accordance with such allocation; and, in any proceeding related to the determination of any tax, to the extent permitted by law, neither Purchaser, nor Seller nor Fulton shall contend or represent that such allocation is not a correct allocation.

2.07 Employees.

(a) Seller has either laid off or terminated (as those terms are utilized by the Worker Adjustment and Retraining Notification Act ("WARN")) all of the employees of the Division immediately prior to the Closing. Seller assumes all responsibility for providing advance notice of such layoff or termination to the employees, if Seller has determined any such notice is required under WARN. If Seller incurs any WARN liability in connection herewith, Purchaser shall indemnify Seller for one-half of such WARN liability, excluding attorneys and other professional fees, provided Seller has given Purchaser reasonable opportunities to redress and limit such WARN liability.

(b) Except as expressly provided in this Section 2.07, Purchaser shall not purchase, recognize, assume, adopt or otherwise acquire any rights, obligations, assets or liabilities under, arising from or resulting from any employment agreement or arrangement in existence between Seller and any employee, or any person employed to consult with or perform services for Seller or arising from any collective bargaining agreement or union arrangement, or otherwise. Purchaser shall, prior to the Closing Date, offer employment to the Division's employees, other than the Division's general manager Larry Weber, at base salaries or at

hourly rates substantially equivalent to the then current base salaries or hourly rates for such employees, which offers of employment must be accepted on or before the Closing Date. Only the Division's employees who accept Purchaser's offer of employment on or prior to the Closing Date shall become Purchaser's employees upon and following the Closing.

(c) Purchaser shall not be responsible to Seller or to any current or former employee who is or was employed by Seller at the Division for any employee benefits (whether earned, accrued or vested) due the Division's employees with respect to their employment prior to the Closing. Seller shall timely pay and discharge all of its obligations to the Division's employees, including, without limitation, the obligations described in Schedule 3.22 and salaries and related taxes up to and including the Closing Date.

(d) Seller shall provide all necessary and appropriate notices to the Division's employees and their dependents upon the termination of employees' group health care coverage as required by the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA") due to the termination of employment. Seller specifically undertakes to provide any continuation coverage required under COBRA with respect to the Division's employees.

Section 3

Representations and Warranties of Seller

The Seller represents and warrants to Purchaser as follows:

3.01 Organization. Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of

Pennsylvania. Seller has full corporate power and authority to (i) own, lease and operate the Division's properties as such properties are now owned, leased and operated, and (ii) to conduct the Division's business as and where its business is now conducted. Schedule 3.01 lists the jurisdictions in which Seller owns or leases real property used solely or exclusively by the Division or employs personnel on behalf of the Division.

True and complete copies, with all amendments, of the Certificate of Incorporation of Seller (certified as of a recent date by Pennsylvania Secretary of State) and the Bylaws of Seller (certified as of the date hereof by Seller's Secretary) are attached hereto as Schedule 3.01. Seller is not subject to any judgment, decree, writ, injunction, order, or award, which materially adversely affects, or might reasonably be expected to materially and adversely affect, the Division's assets or the earnings, operations or condition of the Business.

3.02 Business. Seller is not engaged in the Business other than through the Division.

3.03 Authority.

(a) Seller has the requisite corporate power, authority, and capacity to execute and deliver this Agreement and the Other Agreements to which it is a party, and to perform its obligations under this Agreement and the Other Agreements. This Agreement and the Other Agreements to which Seller is a party, when executed and delivered, will constitute valid and legally binding obligations of Seller, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium, fraudulent conveyance and similar laws affecting creditors' rights and subject to general equitable principles (whether in a proceeding at law or in equity).

(b) The execution and delivery of this Agreement and the Other Agreements to which it is a party, the consummation of the transactions contemplated hereby and thereby, and the performance and fulfillment of its obligations and undertakings hereunder and thereunder by Seller, will not (i) violate any provision of, or result in the breach of or accelerate or permit the acceleration of any performance required by the terms of, the Certificate of Incorporation or Bylaws of Seller; any contract, agreement, arrangement or undertaking to which Seller is a party or by which Seller may be bound; any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority; or any applicable law, ordinance, rule or regulation of any governmental body, except where such violation, breach or acceleration would not have a material adverse effect on the Assets or the Business; (ii) result in the creation of any claim, lien, charge or encumbrance upon any of the Assets (whether real or personal, tangible or intangible; or, (iii) terminate or cancel, or result in the termination or cancellation of, any agreement or undertaking to which Seller is a party, except where such termination or cancellation would not have a material adverse effect on the Assets or the Business.

(c) The execution and delivery of, and the performance and consummation of the transactions contemplated by, this Agree-

ment and the Other Agreements to which Seller is a party have been duly authorized by all requisite corporate action of Seller.

3.04 Financial Statements. Seller has delivered to Purchaser, and there are attached hereto as Schedules 1.01(l) and 1.01(g), respectively, true and complete copies of the Current Financial Statements and the Financial Statements. Each of the Current Financial Statements and the Financial Statements (a) present fairly in all material respects the results of operations of the Division for the periods covered thereby and the financial condition of the Division as at the dates thereof in accordance with the accounting practices and policies described in the notes and schedules attached thereto; (b) have been prepared in accordance with the accounting practices and policies described in the notes and schedules attached thereto; (c) except as disclosed in the notes thereto, have been prepared in a manner consistent with each other; and (d) except as described therein, accurately reflect the books and records of account of Seller and the Division.

3.05 Title to Assets. Except as set forth on Schedule 3.05, which encumbrances other than those related to the Ford Motor Credit Company Agreement shall be removed prior to Closing, Seller has good and marketable title to all of the Assets, free and clear of any claims, liens, charges, mortgages, security interests or encumbrances whatsoever. The execution and delivery of this Agreement by Seller, and the consummation by Seller of the transactions contemplated by this Agreement, will not result in the creation of any encumbrance on the Assets.

3.06 Condition of Assets. The tangible real and personal property being conveyed to Purchaser pursuant hereto, including, without limitation, the plants, buildings, structures, equipment, machinery, and vehicles, owned or leased by Seller or used or employed by the Division in the Business, are (a) sufficient and adequate to carry on the Business as presently conducted; (b) in operating condition and repair, ordinary wear and tear excepted and with due consideration for age and prior use; and (c) except as described on Schedule 3.08, located on the Real Property.

3.07 Real Property. Except for matters of record at the Recorder of Deeds for York County, Pennsylvania, there are no instruments of record, easements, licenses, grants, applicable zoning or building laws, ordinances, administrative regulations, urban redevelopment laws which prohibit, interfere with, limit or impair, or would, if not permitted by any prior nonconforming use, prohibit, interfere with, limit or impair, the use, operation, maintenance of or access to, or adversely affect the value of, the Real Property. No notice of any violation of any applicable zoning or building law or ordinance or administrative regulation has been received by Seller; and Seller does not know of the threat of any such notice. No condemnation proceeding has been instituted or, to Seller's knowledge, is threatened with respect to any of the Real Property.

3.08 Inventory. The value of the Inventory has been and is fairly reflected in all material respects on the Financial Statements and Current Financial Statements. Except as described

on Schedule 3.08, all of the Inventory is located at the Real Property in York, Pennsylvania.

3.09 Contracts.

(a) Except as set forth on Schedule 3.09, Seller on behalf of the Division is not a party to or bound by, and neither the Business nor the Assets are bound or affected by, any written or oral contract, agreement or commitment of any kind whatsoever, including, but not limited to, any (i) employment agreement; (ii) promotion or advertising agreement; (iii) agreement with any shareholder, director or officer of Seller; (iv) agreement containing covenants by Seller not to compete in any lines of business or commerce; (v) franchise or distributorship agreement or other agreement requiring payment of a royalty or commission; (vi) loan, credit or financing agreement, including all agreements for any commitments for future loans, credits or financing; (vii) guarantee; (viii) mortgage or security agreement; or (ix) agreement to purchase raw materials, packaging, supplies or services used regularly in the Business, or to sell the products or services provided by the Division; (x) agreement incapable of termination without penalty on less than six months notice; and (xi) agreement which commits the Division to a capital expenditure in excess of \$10,000.

(b) On behalf of the Division, Seller has exercised reasonable commercial diligence in the performance of its currently outstanding contractual obligations. The Division is not in material default under any contracts and commitments to which Seller is a party that are related to the Division. Seller does

not know that any other party is in material default (or would be in default on the giving of notice or the lapse of time or both) under any contract or commitment related to the Division to which Seller is a party.

(c) True and complete copies of all Assumed Contracts or Contracts which are listed on Schedule 3.09 or which are otherwise referred to in this Agreement, including any Schedule or Annex hereto, have been delivered to Purchaser or in the case of items 2, 4, 13, 20, 21, and 22 on Schedule 1.01(k) (the "Scheduled Items") made available for Purchaser's inspection. There are no amendments to or modifications of, or significant agreements of the parties relating to, any such contract, agreement or commitment which have not been disclosed to Purchaser or, in the case of the Scheduled Items, made available for Purchaser's inspection. Each of the Assumed Contracts is valid and binding on the parties thereto in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws affecting creditors' rights and subject to general equitable principles. To Seller's knowledge, Schedule 3.09 includes a true and complete description of the terms of any unwritten contract or commitment related to the Business to which Seller is a party or by which Seller is bound which Seller expects Purchaser to assume at the Closing that involves more than \$10,000, other than purchase orders and sales orders.

(d) Except as set forth on Schedule 3.09, (i) none of the purchase orders or other customer contracts to be assumed by Purchaser at the Closing provide for a purchase price to be paid to

Seller which is less than the Division's cost of materials and production expenses (excluding selling, general and administrative expenses) related to the products involved; (ii) the prices which the Division shall receive or pay under all the Assumed Contracts with its customers, suppliers and others have been determined in accordance with the Division's established pricing principles; and (iii) to Seller's knowledge, there is no probable adverse change in the availability or cost of any of the Division's supplies that would materially and adversely affect the operation and financial performance of the Business following the Closing.

3.10 Accounts Receivable. All Accounts Receivable shown on the Current Balance Sheet or thereafter acquired by the Division and to be shown on the Closing Balance Sheet have been collected or will be collected within 120 days of the date of invoice at the aggregate recorded amounts thereof on the Division's books, less the bad debt reserves provided therefor on the Current Balance Sheet, as such reserves have been adjusted on Seller's books in the ordinary course of business and in accordance with this Agreement.

3.11 Permits. Seller has all Permits which are necessary for the conduct of the Business as presently conducted, and all such Permits are listed on Schedule 1.01(x). All such Permits are currently in full force and effect; and, no misrepresentations or willful or negligent omissions were made of any material fact in obtaining any such Permits. No proceedings have been instituted or, to Seller's knowledge, threatened seeking the suspension, termination, modification, revocation, alteration or amendment of

any such Permits, or to declare any of them invalid in any respect. Seller knows of no reason for any such revocation or limitation.

3.12 Intellectual Property. Schedule 3.12 sets forth a true and complete identification and summary description of the trade names, trademarks, service marks, copyrights, any pending or issued registrations for any of the foregoing, patents and patent applications, other than the Excluded Assets, that are used solely or primarily by the Division in the operation of the Business, including a description of the nature of the Seller's or Fulton's interest therein (the "Conveyed Intellectual Property"). Except as set forth on Schedule 3.12, the Conveyed Intellectual Property is free and clear of all liens, security interests, charges, encumbrances, and other adverse claims; and except as set forth on Schedule 3.12, neither Seller nor Fulton is a party to any license, consent, settlement or other agreement involving the Conveyed Intellectual Property. Except as set forth on Schedule 3.12, there have been and there are no claims, actions or judicial or adversarial proceedings involving the Conveyed Intellectual Property. To Seller's and Fulton's knowledge, the Division's use of the Conveyed Intellectual Property has not infringed upon, constituted a misappropriation of, or otherwise violated the rights of any other person in, any Intellectual Property. Seller does not know of any past or present occurrences of any probable infringement or misappropriation of, or violation of Seller's rights in, any of the Conveyed Intellectual Property.

3.13 Litigation and Pending Proceedings; Compliance with Law. Except as set forth on Schedule 3.13, there are no claims of any

kind or any actions, suits, proceedings, arbitrations or investigations pending or, to Seller's knowledge, threatened in any court or before any governmental agency or instrumentality or arbitration panel against, by or affecting the Division, the Business, or the Assets, or which would prevent the performance by Seller of this Agreement or the Other Agreements or any of the transactions contemplated hereby or thereby, or which declare the same unlawful or cause the rescission thereof. To Seller's knowledge, Seller on behalf of the Division has complied with and is not in default in any respect under (and has not been charged or, to the knowledge of Seller, has not been threatened with, and is not under an investigation with respect to, any charge concerning any violation of any provision of) any federal, state or local law, regulation, ordinance, rule or order (whether executive, judicial, legislative or administrative), or any order, writ, injunction or decree of any court, agency or instrumentality. To Seller's knowledge, the Division has not sold, supplied or provided any product or service which did not comply in all material respects with applicable laws, regulations, standards, customer specifications or contractual terms, express or implied, related to its sale.

3.14 Tax Matters.

(a) There is no, and there shall not be at the time of the Closing any, tax lien on any of the Assets.

(b) Except for Taxes the payment of which the Seller is contesting in good faith through appropriate proceedings and for which there is an adequate reserve, (i) Seller has withheld and

paid all Taxes required to have been withheld and paid in connection with Seller's obligations to any of the Division's employees, creditors, independent contractors, or other third parties; and (ii) Seller has collected and paid all Taxes required to have been collected and paid in connection with any amounts received by the Division from any customer or other third party. To the extent that any of such Taxes have not been paid, Seller has properly accrued for such Taxes on the Current Financial Statements and shall continue to properly accrue for such Taxes on the Division's financial statements through the Closing.

3.15 Insurance. The tangible real and personal property, whether owned or leased, which are utilized in the Business are insured against the hazards and in the amounts stated in the policies of insurance listed on Schedule 3.15. Seller independently carries insurance against personal injury and property damage to third persons and in respect of the Division's services and operations and such other insurance as is stated in the policies of insurance listed on Schedule 3.15. All such insurance is in full force and effect. Schedule 3.15 sets forth a true and complete list of all product liability, workers compensation, property and casualty insurance and any other insurance claims (excluding health related claims) in excess of \$5,000 made by Seller on behalf of the Division during the past three years under any such policy.

3.16 Warranty Obligations. Schedule 3.16 sets forth (a) a complete list of the Division's warranty expenses incurred during its last three fiscal years; (b) the Division's pending warranty

claims; and (c) a description of the Division's current procedures for handling warranty claims. Seller has provided Purchaser a true and complete history of the Division's warranty claims since August 1, 1993.

3.17 Proprietary Information. Except for disclosures covered by a confidentiality agreement or in the ordinary course of the Business, within the last three years Seller has not disclosed, transferred or licensed to any other Entity any (i) customer list; (ii) trade secret; or (iii) other proprietary information used or developed by Seller in connection with the Business from which Seller derives economic value from not being generally known to, and not being readily ascertainable by proper means by, other Entities who can derive economic value from its disclosure or use.

3.18 Working Relationships. Schedule 3.18 lists all former sales representatives or distributors of Division products that have terminated such relationship with the Division within the past two years.

3.19 Customers. Listed on Schedule 3.19 are the names of the Division's ten largest customers and suppliers in the year ended July 31, 1995, together with the amount of such business in the Division's last fiscal year. Seller does not know that any such customer or supplier has terminated or expects to terminate a material portion of its normal business with the Division.

3.20 Employees. Schedule 3.20 sets forth by general job description the names and current base salary of all of the Division's employees, together with a summary of the basis on which each such person is compensated, if the basis is other than a fixed

salary rate, and any changes in any of the foregoing since July 31, 1995.

3.21 Labor Relations. Except as set forth on Schedule 3.21, with respect to the Division: (a) Seller is not a party to, or negotiating, and has no obligations under, any agreement, collective bargaining or otherwise, with any party relating to the compensation or working conditions of any group of Seller's employees; (b) Seller is not obligated under any agreement to recognize or bargain with any labor organization or union on behalf of its employees; (c) Seller does not know of any union organizational or representational activities underway among any of the Division's employees; and (d) Seller has not been charged or, to Seller's knowledge, threatened with a charge of any unfair labor practice; and (e) there are no, and within the past three years there have not been, existing or, to Seller's knowledge, threatened labor strikes, slowdowns, disputes, grievances or disturbances involving employees of the Division. Seller has no actual knowledge of any existing or threatened labor strike, slowdown, dispute, grievance or disturbance involving another Entity affecting operations at, or deliveries from or into, any facility operated or used by the Division. No work stoppage against the Division or the Business is pending or, to Seller's knowledge, threatened; no such work stoppage has occurred since January 31, 1990.

With respect to the Division, except for violations which singly or in the aggregate would not have a material adverse effect on the Business, Seller has not committed a material violation of

the National Labor Relations Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination and Employment Act of 1967, as amended; WARN; the Rehabilitation Act of 1973, as amended; the Occupational Safety and Health Act, Executive Order 11246; the Fair Labor Standards Act, as amended; the Americans with Disabilities Act of 1990, as amended; the Family and Medical Leave Act of 1993, as amended; and all regulations under such Acts, and all other federal, state and local laws, regulations and executive orders relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining; the payment of Social Security and similar taxes; unemployment and worker's compensation laws; any labor relation laws; or any governmental regulations promulgated thereunder, as the same affect relationships or obligations of Seller with respect to any of the Division employees. There are no proceedings before any court, governmental agency, instrumentality or arbitrator relating to such matters, including any unfair labor practice claims, either pending or, to Seller's knowledge, threatened.

3.22 Employee Benefit Plans. As used in this Agreement, the term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended; and the terms "employee welfare benefit plan" and "employee pension benefit plan" shall have the meanings ascribed to them in Sections 3(1) and 3(2) of ERISA, respectively.

With respect to each employee welfare benefit plan and employee benefit plan which is maintained by Seller or in which at least one of Seller's employees participates: (a) each such plan is listed on Schedule 3.22; and (b) a true and correct copy of each

such plan, and any trust instrument or insurance policy used in conjunction with such plan or to provide benefits thereunder, and any summary plan description, have been delivered by or on behalf of Seller to Purchaser.

3.23 Immigration Matters. With respect to the Division, Seller has complied with all relevant provisions of Section 274A of the Immigration and Nationality Act, as amended (the "Act"). Without limiting the foregoing, no monetary penalties have been assessed against Seller for violation of Section 274A of the Act with respect to the Division.

3.24 Potential Competing Interests. Except for interests of less than five percent in companies listed on a major U.S. or an internationally recognized securities exchanges, no officer, director or salaried employee of Seller has any direct or indirect interest in any Entity which competes with, is a supplier, customer or sales agent of, or is engaged in the Business; and except as set forth on Schedule 3.24, no officer, director or employee of Seller has any interest, direct or indirect, in any contract or agreement with, commitment or obligation of or to, or claim against, Seller related to the Business. No real or personal property in which any officer, director or employee of Seller has an interest is used by the Division in the operation of the Business, or is located on or at any premises used in the Business; and no such property is significant to the operation of the Business.

3.25 Environmental Matters.

(a) Definitions

As used in this Section 3.25, the term:

(1) "Adverse Environmental Condition" shall mean any of the matters referred to in clauses (i), (ii) or (iii) of the definition of Environmental Claim, but excluding any Release of Hazardous Materials from a source other than the Real Property;

(2) "Applicable Standards" shall mean, within the meaning of Pennsylvania Act 2 of 1995, Section 303(a), the existing numerical nonresidential health based standards adopted by the Pennsylvania Department of Environmental Protection and by the Federal Government by regulation or statute, and health advisory levels, for Hazardous Materials.

(3) "Environmental Claim" shall mean any notice of violation, lien, claim, demand, abatement order or direction (conditional or otherwise) of any governmental authority or any person for personal injury (including sickness, disease or death), property damage, damage to the environment or natural resources, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties or restrictions, resulting from or based upon any of the following conditions existing on or before the Closing Date: (i) the release, or the existence or continued presence of a release (including, without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of any Hazardous Material in, into, or onto the environment (including, without limitation, the air, groundwater, surface water, or soil) at, in, under, or from the Real Property in violation of any Environmental Law or exceeding Applicable

Standards; (ii) the environmental aspects of the transportation, storage, or disposal of Hazardous Materials on the Real Property in violation of any Environmental Law or exceeding Applicable Standards; or (iii) or any other violation of any Environmental Law;

(4) "Environmental Law" shall mean any federal, state or local statute, law, ordinance, rule, regulation or order (whether voluntary or not) relating to the environment, natural resources, applicable to the Business of Seller, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as such laws have been amended through the Closing Date, and any similar state or local laws and ordinances and the regulations implementing such statutes or ordinances, but excluding any Safety Law.

(5) "Hazardous Materials" shall mean those materials which are regulated by or form the basis of liability under any Environmental Law including, without limitation, asbestos, petroleum and petroleum products, polychlorinated biphenyls ("PCBs"), and radioactive substances.

(6) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting,

escaping, leaching, dumping, or disposing of Hazardous Materials into the environment.

(7) "Remedial Action" shall mean all actions required by Environmental Law or to comply with Applicable Standards to remediate Adverse Environmental Conditions existing on the Real Property as of the Closing Date, and the performance of related pre-remedial studies and investigations and related post-remedial monitoring and care.

(8) "Safety Law" shall mean any federal, state or local statute, law ordinance, rule, regulation or order (whether voluntary or not) relating to health or human safety applicable to the Business as presently conducted, including, without limitation, the Hazardous Material Transportation Act (42 U.S.C. §§ 9601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), but excluding any Environmental Law.

(b) Except as set forth on Schedule 3.25 the Division has materially complied with, and, the Business and the Assets, including, without limitation, the Real Property, are in material compliance with the provisions of all Environmental Law and Safety Law, including, without limitation, reporting releases of Hazardous Materials and the registration, testing, upgrading and maintenance of underground storage tanks.

(c) Except as set forth on Schedule 3.25 and described in "Draft Environmental Site Assessment and Remedial Activities Report" (May 14, 1996), Seller has been issued, and will maintain

until Closing, all required federal, state and local permits, licenses, certificates and approvals necessary or required in accordance with Environmental Law or Safety Law for the operation of the Business relating to (i) air emissions; (ii) discharges to surface water or ground water; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, treatment, storage, transportation or disposal of Hazardous Materials; and (vi) other environmental, health or safety matters other than permits, licenses, certificates or approvals, the failure of which to obtain would not have a material adverse effect on the Business or the Assets. A true, accurate and complete list of such permits, licenses, certificates or approvals held by Seller related to the Business is set forth on Schedule 3.25.

(d) Except as set forth on Schedule 3.25, Seller has not received any notice of, or does not know of, any violations of any Environmental Law or Safety Law, relating to the use, ownership or occupancy of any of the Real Property.

(e) Except in a manner not in violation of any Environmental Law nor exceeding Applicable Standards, and as set forth on Schedule 3.25, there has been no emission, spill, release, disposal, discharge or threatened release into or upon (i) the air; (ii) the soils or any improvements located thereon; (iii) the surface water or groundwater; or (iv) the sewer, septic system or waste treatment, storage or disposal system servicing the Real Property, of any Hazardous Material in, into or onto the Real

Property, including the movement of Hazardous Materials through or in the air, soil, surface water or groundwater (hereafter referred to as a "Hazardous Discharge"). Notwithstanding the foregoing, Seller makes no representation concerning any emission, spill, release, disposal, discharge or threatened release into or upon the Real Property from a source outside of the Real Property.

(f) Except as set forth on Schedule 3.25, to Seller's knowledge, there has been no complaint, order, directive, claim, citation or notice by any governmental authority or any other Entity alleging violation of any Environmental Law or Safety Law with respect to (i) air emissions; (ii) spills, releases or discharges to soils or any improvements located thereon, surface water, groundwater or the sewer, septic system or waste treatment, storage or disposal systems servicing the Real Property; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, treatment, storage, transportation or disposal of Hazardous Materials; or (vi) other environmental, health or safety matters, affecting the Division's operations, the Assets, any of the Real Property, or any improvements located thereon or the business conducted thereon (any of which is hereafter referred to as an "Environmental Complaint"), which has not been fully resolved.

(g) Except as set forth in Schedule 3.25, Hazardous Materials generated by the Division or its agents disposed of, treated or stored on or off-site of the Real Property have been

disposed of, treated and stored in a manner not in violation of any Environmental Law or Applicable Standards. Schedule 3.25 identifies all underground storage tanks located on the Real Property and, to Seller's knowledge, includes for each storage tank: (i) the size of the tank, (ii) the date the tank was removed, and (iii) the substance(s) stored in the tank.

(h) Except as described on Schedule 3.25, (i) Seller has not stored, treated or disposed of any Hazardous Material on, in or under the Real Property, or any part thereof in such a way that would require a Permit under any Environmental Law, and (ii) Seller has not allowed the Real Property, or any part thereof, to be used for the storage, treatment or disposal of Hazardous Materials in such a way that would require a Permit under any Environmental Law.

(i) Except in a manner not in violation of any Environmental Law or Safety Law through commercial transporters, Seller on behalf of the Division has not transported or accepted for transport any Hazardous Materials.

(j) Prior to the Closing, if Seller learns of any Hazardous Discharge or a violation of Environmental Law or Safety Law, other than those disclosed on Schedule 3.25, Seller shall promptly notify Purchaser.

(k) Seller has provided Purchaser with true, accurate and complete copies of any environmental audit or site assessment reports Seller has in its possession pertaining to the

environmental history of all of the Real Property. Seller shall also promptly furnish to Purchaser true, accurate and complete copies of all sampling and test results obtained from all environmental and/or health samples and tests taken at and around any of the Real Property to date of the Closing.

3.26 Absence of Material Change. Except as set forth on Schedule 3.26:

(a) Since July 31, 1995, the business and affairs of the Division have been conducted only in the ordinary course.

(b) Since July 31, 1995, (i) there has been no change in the condition (financial or otherwise), assets, liabilities, or operations of the Division, other than minor changes in the ordinary course of business, none of which either singly or in the aggregate has been materially adverse; and (ii) there has been no damage, destruction, or loss or other occurrence or development (whether or not insured against), which either singly or in the aggregate materially adversely affects (and Seller does not know of any threatened occurrence or development which is reasonably expected to have a material adverse affect upon) the assets, liabilities, or operations of the Division.

(c) Since July 31, 1995, Seller has not (i) created or incurred any liability, commitment or obligation (absolute or contingent) with respect to the Division, except in the ordinary course of business or unsecured current liabilities incurred for other than money borrowed in the ordinary course of business; (ii) mortgaged, pledged or subjected to any lien or otherwise encumbered any of the Division's assets, tangible or intangible; (iii)

discharged or satisfied any lien, security interest or encumbrance against the Division, or paid any obligation or liability (absolute or contingent) of the Division, other than in the ordinary course of business; (iv) except for netting in the ordinary course of business of warranty claims against receivables, waived any rights of substantial value to the Division or canceled any debts or claims of the Division of over \$5,000; (v) except in the ordinary course of business, terminated or amended, or suffered the termination or amendment of, any contract, lease, agreement or license to which Seller on behalf of the Division is or was a party; (vi) made any capital expenditures or any capital additions or betterments on behalf of the Division in excess of \$10,000; (vii) sold or otherwise disposed of any of the Division's assets, tangible or intangible, except in the ordinary course of business; (viii) paid or agreed to pay, conditionally or otherwise, any bonus, extra compensation, pension or severance pay to any of the Division's present or former officers, agents or employees except under any existing pension or other plan, or increased the compensation (including salaries, fees, commissions, bonuses, profit sharing, incentive, pension, retirement or other similar payments) being paid as of August 1, 1995, to any of the Division's management or other employees; (ix) renewed, amended, become bound by or entered into any contract, commitment or transaction on behalf of the Division other than in the ordinary course of business; or (x) except as disclosed therein, changed any accounting practice followed or employed in preparing the Financial Statements or the Current Financial Statements.

(d) Since July 31, 1995, Seller has not made any changes in Division personnel at the manager level or above.

3.27 Bulk Sales. The purchase and sale of the Assets and the other transactions contemplated in this Agreement shall be free and clear of any and all claims by creditors of Seller under any bulk sales or similar laws or statutes. Seller shall, in accordance with Section 10 of this Agreement, indemnify and hold Purchaser harmless from and against, and shall pay to Purchaser the full amount of, any loss, claim, damage, liability or expense (including reasonable attorneys' fees) resulting to Purchaser from or in connection with any violation of applicable bulk sales or similar laws or statutes to the extent that the same may apply to the transactions contemplated herein; provided, however, that the provisions of this Section 3.27 shall not relieve Purchaser of its obligations with respect to any Assumed Liability.

3.28 Completeness of Statements. No factual information of Seller contained in the Agreement, including any Schedule or Annex thereto, contains or will at Closing contain any untrue statement of a material fact, or, to Seller's of Fulton's knowledge, omits or will at Closing omit to state a material fact necessary in order to make a statement contained herein or therein not misleading. No other written information furnished by or on behalf of Seller and/or Fulton to Purchaser or Powerscreen International or any of their agents in connection with the transactions contemplated in this Agreement or the Other Agreements, including, without limitation, the Peers & Co. JLG Material Handling Division Information Memorandum and Supplemental Information Package,

contains or will at Closing contain, when taken as a whole, any untrue statement of a material fact, or, to Seller's or Fulton's knowledge, omits or will at Closing omit to state a material fact necessary in order to make a statement contained herein or therein not misleading. All representations and warranties of Seller and Fulton contained in this Agreement and in the Other Agreements are true and complete in all material respects as of the date hereof, and such representations and warranties will be true and complete in all material respects as of the Closing Date.

3.29 Fulton's Organization. Fulton is a corporation duly organized and validly existing under the laws of the State of Delaware. Fulton has full corporate power and authority to own and lease its properties as such properties are now owned and leased and to conduct its business as and where its business is now conducted.

3.30 Fulton's Authority.

(a) Fulton has the requisite corporate power, authority and capacity to execute and deliver this Agreement and the Other Agreements to which it is a party, and to perform its obligations under this Agreement and the Other Agreements. This Agreement and the Other Agreements to which it is a party, when executed and delivered, constitute valid and legally binding obligations of Fulton enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws affecting creditors rights and subject to equitable principles (whether in a proceeding at law or in equity).

(b) The execution and delivery of this Agreement and the Other Agreements to which it is a party, the consummation of the transactions contemplated hereby and thereby, and the performance and fulfillment of its obligations and undertakings hereunder and thereunder by Fulton will not violate any provision of, or result in the breach of or accelerate or permit the acceleration of any performance required by the terms of, the Certificate of Incorporation or Bylaws of Fulton; any contract, agreement, arrangement or undertaking to which Fulton is a party or by which Fulton may be bound; any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority; or to Fulton's knowledge, any applicable law, ordinance, rule or regulation of any governmental body, except where such violation, breach or acceleration would not have a material adverse effect on Fulton's assets or business.

(c) The execution and delivery of, and the performance and consummation of the transactions contemplated by, this Agreement and the Other Agreements to which it is a party have been duly authorized by all requisite corporate action of Fulton.

3.31 Fulton's Litigation. There are no claims, actions, suits or proceedings pending or, to Fulton's knowledge, threatened which would prevent Fulton's performance under this Agreement.

3.32 Fulton's Title. Except as set forth in Schedule 3.12, Fulton has good and marketable title to the Conveyed Intellectual Property, free and clear of all claims, liens, charges, mortgages, security interests or encumbrances whatsoever. The execution and delivery of this Agreement by Fulton, and consummation by Fulton of

the transactions contemplated by this Agreement, will not result in the creation of any encumbrances on the Conveyed Intellectual Property.

Section 4

Representations and Warranties of Purchaser and Powerscreen International

Purchaser and Powerscreen International represent and warrant to Seller as follows:

4.01 Organization. Purchaser is a corporation duly organized and validly existing under the laws of the State of Delaware and on the Closing Date will be qualified to do business in the Commonwealth of Pennsylvania. Powerscreen International is a public limited company registered and validly existing under the laws of England and Wales. Purchaser has full corporate power and authority to own and lease its properties as such properties are now owned and leased and to conduct its business as and where its business is now conducted.

4.02 Authority.

(a) Each of Purchaser and Powerscreen International have the requisite corporate power, authority and capacity to execute and deliver this Agreement and the Other Agreements to which it is a party, and to perform its obligations under this Agreement and the Other Agreements. This Agreement and the Other Agreements to which it is a party, when executed and delivered, constitute valid and legally binding obligations of each of Purchaser and Powerscreen International, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws

affecting creditors rights and subject to equitable principles (whether in a proceeding at law or in equity).

(b) The execution and delivery of this Agreement and the Other Agreements to which it is a party, the consummation of the transactions contemplated hereby and thereby, and the performance and fulfillment of its obligations and undertakings hereunder and thereunder by each of Purchaser and Powerscreen International will not, violate any provision of, or result in the breach of or accelerate or permit the acceleration of any performance required by the terms of, the Certificate of Incorporation or Bylaws of Purchaser or Powerscreen International; any contract, agreement, arrangement or undertaking to which Purchaser or Powerscreen International is a party or by which Purchaser or Powerscreen International may be bound; any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority; or to Purchaser or Powerscreen International's knowledge, any applicable law, ordinance, rule or regulation of any governmental body, except where such violation, breach or acceleration would not have a material adverse effect on Purchaser or Powerscreen International's assets or business.

(c) The execution and delivery of, and the performance and consummation of the transactions contemplated by, this Agreement and the Other Agreements to which it is a party have been duly authorized by all requisite corporate action of each of Purchaser or Powerscreen International.

4.03 Litigation. There are no claims, actions, suits or proceedings pending or, to Purchaser's or Powerscreen

International's knowledge, threatened which would materially impair Purchaser's or Powerscreen International's performance under this Agreement.

Section 5

Covenants of Seller and Fulton

5.01 Nonassignable Contracts; Consents.

(a) To the extent that the assignment by Seller of any Assumed Contract at the Closing is not permitted without (i) the consent of the other party to the Assumed Contract; (ii) the approval by the other party of Purchaser as a source of the products or services called for by such Assumed Contract; or (iii) the approval by the other party of Purchaser as a lessee, then this Agreement shall not be deemed to constitute an assignment or an attempted assignment of the same, if such assignment or attempted assignment would constitute a breach thereof. However, unless otherwise agreed as to any particular Contract, Seller shall act in good faith and use its reasonable efforts (which shall not include payment of any additional consideration or economic concessions to any party) to obtain any and all such consents, approvals and novations.

(b) If any necessary consent, approval or novation is not obtained prior to the Closing, Seller shall cooperate with Purchaser following the Closing in any reasonable arrangement designed to provide Purchaser with all of the benefits under such Contract as if such consent, approval or novation had been obtained. Such cooperation shall include subleases from Seller and undertakings by Purchaser of the work necessary to complete

Contracts as the agent of Seller, with the understanding that Seller shall then invoice the customer for services rendered and promptly transfer the receivable or remit the amount of the receivable to Purchaser upon payment to Seller. Nothing herein shall excuse Seller from responsibility for any of its representations and warranties or covenants hereunder.

5.02 Publicity. Without the prior written consent of Purchaser, except as required by applicable law or as necessary to enable Seller's legal and financial advisors to assist Seller in connection with its obligations under this Agreement, Seller shall not disclose or publish, and shall use reasonable efforts to prevent the disclosure or publication of, any information concerning the execution and delivery of this Agreement, or the transactions contemplated by this Agreement, to any third party. Formal announcement of the transactions contemplated by this Agreement shall occur at the opening of business on the first business day following the Closing.

5.03 Noncompetition. Without the prior written consent of Purchaser, for a period of five years following the Closing and on a worldwide basis, Seller and Fulton shall not, and shall cause their Affiliates not to, (i) directly or indirectly, as a shareholder, partner, member or principal, or as an agent or employee, engage in the Business (excluding any investment by Seller or its Affiliates of less than five percent (5%) of the equity of any Entity that is publicly traded on a major U.S. or internationally recognized securities exchange or ten percent (10%) of the equity of any Entity that is not publicly traded on a major

U.S. or internationally recognized securities exchange); (ii) solicit for employment any of the former employees of the Division or, except for the agreements with Messrs. Oakman, Keefer, Faust, Smith, and Lute referenced in Item 11 of Schedule 1.01(k), hire any of the former employees of the Division which Purchaser employs following Closing with respect to employment with any business or undertaking which is in competition with the Business; or (iii) except as required by law or by any court or governmental authority or except for any disclosures of the Division's pre-Closing financial information as a part of any financial disclosures required of Seller, disclose any confidential information of the Business. In addition, except as permitted by clause (ii) above, for two years following the Closing, Seller and Fulton shall not, and shall cause their Affiliates not to, employ any former managerial or engineering employees of the Division, unless such employees have involuntarily terminated their employment with Purchaser. Notwithstanding the foregoing, Seller may, subject to Section 6.04, design, develop, manufacture and/or market truck mounted, operator occupied elevating work platforms. Seller and Fulton acknowledge that \$100,000 of the Purchase Price shall be allocated to the covenant not to compete as set forth in this Section 5.03, and Seller and Fulton further acknowledge and accept the adequacy of same. For purposes of this Section 5.03 and otherwise in this Agreement, the term "Affiliates" shall mean an Entity controlling, controlled by or under common control with such Entity. Purchaser acknowledges that, should Seller not retain the services of the Division's general manager Larry Weber following

the Closing, Mr. Weber may seek and obtain employment with a third party in competition with the Business.

5.04 Records. For a seven-year period following the Closing, Seller shall grant to Purchaser and its representatives, at Purchaser's request (and subject to Purchaser's reimbursement of Seller's out-of-pocket expenses), access to and right to make or obtain copies of those records and documents related to the Business not transferred by Seller to Purchaser in connection with the Closing which are related to the pre-Closing Business or the Assets as may be reasonably necessary for Purchaser's tax, employee benefit or financial reporting obligations or other investigations required by law or for Purchaser's dealings with, handling or discharging of any Assumed Liability. If Seller elects to dispose of such records, Seller shall first give Purchaser sixty (60) days' written notice, during which period Purchaser shall have the right at Purchaser's expense to obtain the records without further consideration to Seller. Seller shall make its employees available to assist Purchaser as shall be reasonably necessary hereunder.

5.05 Accounts Receivable. Within five business days following a written request from Purchaser which request must be made within five business days following the day 120 days after the Closing, Seller shall repurchase at the same value ascribed in the sale to Purchaser hereunder any Accounts Receivable not collected within 120 days of the Closing. Upon such repurchase, Seller shall obtain from Purchaser title to any such Account Receivable, together with any security interest therein.

5.06 Supply of Cylinders and Parts.

(a) For four months following the Closing, Seller shall produce or secure for and sell and deliver to, and cause its Affiliates to produce or secure for and sell and deliver to, Purchaser the hydraulic telescopic cylinders specified on Schedule 5.06 as well as related spare parts. Such cylinders and spare parts shall be supplied by Seller at Seller's standard cost as of the Closing Date; and the cylinders and spare parts sold in excess of such specified quantity shall be priced at 135% of Seller's standard cost as of the Closing Date. Notwithstanding the foregoing, beyond the volume referenced on Schedule 5.06, Seller shall only be obligated to sell and deliver to Purchaser such cylinders and spare parts as are in accordance with Purchaser's actual production demands for said four month period.

(b) For three months following the Closing, Seller shall produce or secure for and sell and deliver to, or cause its Affiliates to produce or secure for and sell and deliver to, Purchaser, at Seller's standard cost as of the Closing Date, the parts and products Seller has supplied to the Division within the past twelve months; provided, however, that Purchaser's orders for such parts and products shall be based upon the demands of Purchaser's customers for such parts and products for such period. All sales to Purchaser pursuant to this Section 5.06 shall be subject to Seller's standard terms of sale; Seller's standard payment and credit terms and policies; and Seller's standard parts warranty. With respect to the cylinders, Seller must have at least a six week lead time for all orders. For parts, Seller must have

such lead times as Seller shall reasonably specify, recognizing that time shall be of the essence in its performance. Notwithstanding the foregoing, Seller's performance hereunder shall be excused by force majeure. For purposes of this provision, the term "force majeure" shall mean natural disasters, civil disturbances or failures by suppliers of Seller which are of a magnitude that objectively prevent Seller's performance of its obligations hereunder, provided that Seller has not caused or materially contributed to the disruption in component supply or is not otherwise responsible for the event(s) triggering Seller's nonperformance.

5.07 JLG Cylinder Warranty. In relation to the reserve to be established in the Closing Balance Sheet for the Potential Warranty relating to the "J" Series Cranes - Telescope Cylinder Scoring for a maximum of 164 units, Seller shall repair or replace any telescope cylinder on such "J" Series Cranes which proves to be defective due to scoring of the cylinder and for which JLG receives notice of such within twelve (12) months from the date of sale of the respective "J" Series Crane. For the first twenty-five (25) cylinders so repaired or replaced by Seller, Seller shall bill Purchaser at a fixed amount of \$1,500 per cylinder; and, for any cylinders repaired or replaced by Seller in excess of the first twenty-five (25), Seller shall perform such repair or replacement without charge to Purchaser. Seller's agreement as aforesaid shall be subject to the following:

1. All repair and replacement shall be on an FOB McConnellsburg basis;

2. Seller's standard payment and credit terms and policies; and
3. Seller's standard warranty terms and procedures.

5.08 Transition Services. For four months following the Closing, Seller shall provide to Purchaser the information services and accounting support described on Schedule 5.08 to facilitate the transition of the Business from a division of Seller to a freestanding subsidiary of Purchaser. Purchaser's only costs for such services shall be to assume the specific expenses described on Schedule 5.08. Seller shall use reasonable efforts to keep confidential any financial or other nonpublic information of Purchaser shared or obtained in the performance of Seller's obligations hereunder.

5.09 Conveyance by Fulton. For the consideration referenced in Schedule 2.06, Fulton hereby agrees to transfer to Purchaser all right, title and interest in and to the Conveyed Intellectual Property of Fulton as identified in Schedule 3.12.

5.10 JLG Trademark License. Fulton hereby grants Purchaser a limited right to use the JLG® trademark in connection with the Business for six months following the Closing (the "Use Period"). Such right shall be limited to (i) affixing such trademark to any current models of equipment reflected on Schedule A shipped to customers during the Use Period; and (ii) continued use of any marketing materials included in the Assets.

Section 6

Covenants of Purchaser and Powerscreen Holdings

6.01 Publicity. Without the prior written consent of Seller, except as required by applicable law, the regulations of the International Stock Exchange of the United Kingdom and the Republic of Ireland Limited, or as necessary to enable Purchaser's legal and financial advisors to assist Purchaser in connection with its obligations under this Agreement, Purchaser shall not disclose or publish, and shall use reasonable efforts to prevent the disclosure or publication of, any information concerning the execution and delivery of this Agreement, or the transactions contemplated by this Agreement, to any third party.

6.02 Records. For a seven-year period following the Closing, Purchaser shall grant to Seller and its representatives, at Seller's request (and subject to Seller's reimbursement of Purchaser's out-of-pocket expenses), access to and right to make or obtain copies of those records and documents transferred by Seller to Purchaser in connection with the Closing which are related to the pre-Closing Business or the Assets as may be reasonably necessary for Seller's tax, employee benefit or financial reporting obligations or other investigations required by law or for Seller's dealings with, handling or discharging of any debt, obligation or Liability not assumed by Purchaser at the Closing. If Purchaser elects to dispose of such records, Purchaser shall first give Seller sixty (60) days' written notice, during which period Seller shall have the right at Seller's expense to obtain the records without further consideration to Purchaser. Purchaser shall make

its employees available to assist Seller in gaining access to such records as shall be reasonably necessary hereunder.

6.03 Spare Parts. For a period of five years, so long as Purchaser deems it commercially viable, Purchaser shall continue to manufacture or supply certain spare parts for the product models described in Schedule 6.03; provided, however, that Seller shall timely make available to Purchaser the technical information and drawings in the possession of Seller or its Affiliates necessary to enable Purchaser to manufacture or supply these spare parts. Purchaser shall (i) notify Seller of accidents or incidents involving the foregoing products; and (ii) provided it receives similar cooperation, reasonably cooperate with Seller in connection with litigation involving such products. Purchaser shall assume responsibility in any product liability matter only for the parts and service it supplies, and Seller shall retain any and all responsibility for the underlying products in such cases.

6.04 Use of Patents. Purchaser hereby grants Seller effective at Closing a nonexclusive, nonassignable royalty-free, fully paid, perpetual license to use for purpose of its business the patents listed on Schedule 6.04; provided, however, that Seller shall not use such patents in a manner that enables Seller or any of its Affiliates to compete with Purchaser in any manner or at any time; and provided, further, that Purchaser shall be entitled promptly to terminate such license in the event of such prohibited use. In addition, Seller may not sublicense the use of such patent; provided, however, that, subject to continuation of the limitations on use set forth in this Section 6.06 and provided that at least 14

EXHIBIT “A”

(Part 2)

days written notice has been given to Purchaser, such license shall be freely assignable to any acquiror of all or substantially all of the assets of Seller. Nothing herein shall create any obligation on the part of Purchaser to renew or maintain the registrations of such patents or to defend such patents in any proceeding.

6.05 Product Identification. Immediately following the Closing, Purchaser shall make certain that the serial number plates of all products manufactured, shipped or sold by Purchaser in the conduct of the Business reflect the name "Powerscreen" or other tradename of Purchaser and do not reflect the name JLG Industries, Inc. or any trademark of Seller not included in the Assets.

6.06 Accounts Receivable. Purchaser shall exercise reasonable commercial diligence in the collection of Accounts Receivable within the first 120 days following the Closing.

6.07 Guaranty by Powerscreen International. Powerscreen International hereby unconditionally and irrevocably guarantees the complete and timely performance by the Purchaser of each and all of the Purchaser's obligations under this Agreement.

Section 7

The Closing

7.01 Effective Time and Place. The Closing shall occur in conjunction with the execution and delivery of this Agreement in the offices of Brown, Todd & Heyburn PLLC, 3200 Providian Center, Louisville, Kentucky, or at such other place or time as the parties may mutually agree. The Closing shall be deemed effective at 11:59 p.m. EDT on the Closing Date.

7.02 Deliveries. At the Closing, the parties shall make all of the deliveries contemplated in this Agreement, including, without limitation, the deliveries set forth on Schedule 7.02.

Section 8

Survival of Representations and Warranties--Indemnification

8.01 Survival. Each of the parties' representations and warranties set forth in this Agreement shall survive the Closing for a period of fifteen months, except as to any matter (a) for which a claim has been submitted in writing to Seller or Purchaser prior to such date and identified as a claim for indemnification pursuant to this Section 8; or (b) which is related to Seller's title to the Assets, any Tax or environmental claim of any nature, for which any cause of action in favor of Purchaser shall expire only upon the expiration of the applicable statute of limitations. Each of the parties' covenants and agreements set forth in this Agreement shall survive the Closing for the maximum period permitted by law.

8.02 Indemnity by Seller. Subject to the limitations set forth in Section 8.03 and to the specific environmental indemnity provisions of Section 8.04, Seller shall indemnify and hold Purchaser harmless from and against, and shall pay to Purchaser the full amount of, any loss, claim, damage, liability or expense (including reasonable attorneys' fees) resulting to Purchaser, either directly or indirectly, from (a) any Liabilities not assumed by Purchaser at the Closing; (b) any litigation pending at the Closing against, by or affecting the Division, the Business or the Assets; (c) any claims against Purchaser for products liability

which result from incidents or injuries occurring prior to the Closing; (d) any inaccuracy in any representation or warranty by Seller contained in this Agreement or any of the Other Agreements; and (e) any breach of any covenant or agreement by Seller contained in this Agreement or in any of the Other Agreements.

8.03 Seller's Indemnification Limitations. With respect to any indemnity claims pursuant to Section 8.02(d), Seller's liability shall be limited to losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Purchaser ("Losses") which, singly or when aggregated with other Losses, exceed \$50,000; provided, however, that upon Purchaser's successful assertion of a claim or claims against Seller for at least \$50,000 in aggregated Losses, Purchaser shall be entitled to recover the full amount of its claims for such aggregated Losses, including the \$50,000 base amount. Seller's indemnification obligations hereunder shall be limited to the equivalent of the Purchase Price (less cash of \$750,000) plus any expenses of Purchaser in enforcing its rights under this Agreement.

8.04 Environmental Indemnity by Seller. Without in any way limiting the indemnity obligations of Seller pursuant to Section 8.02:

(a) The definitions in Section 3.25 shall apply to this Section 8.04.

(b) Seller agrees to indemnify, defend and hold harmless Purchaser, and Purchaser's officers, directors, shareholders, employees, tenants, contractors, assigns, successors, and affiliate

corporations, from and against any and all Environmental Claims arising from, caused by, or related to any and all Adverse Environmental Conditions that are unknown and existing on or in the Real Property as of the Closing Date.

(c) The known Adverse Environmental Conditions existing on or in the Real Property prior to the Closing Date are set forth in Schedule 3.25. Seller represents that these Adverse Environmental Conditions have been the subject of Remedial Action and are in compliance with applicable Environmental Law and Applicable Standards as described in "Draft Environmental Site Assessment and Remedial Activities Report, JLG Industries, Inc., York, Pennsylvania Site," Groundwater Sciences Corporation, (May 14, 1996), hereinafter the "Report". Seller agrees to indemnify, defend and hold harmless Purchaser, and Purchaser's officers, directors, shareholders, employees, tenants, contractors, assigns, successors, and affiliate corporations, from and against any and all Environmental Claims arising from, caused by, or related to any failure of the actions described in the Report to remediate the Real Property to a condition that does not violate any Environmental Law or is not in excess of Applicable Standards. Purchaser does not assume from Seller any liability for the actions described in the Report.

(d) Without limiting the foregoing, the indemnification provided by this section shall specifically cover and include Remedial Action. The performance of Remedial Action shall be

conducted, performed or arranged by Seller, and all Remedial Action shall be conducted in the name of Seller. Seller shall obtain all necessary licenses, manifests, permits and approvals to perform such Remedial Action. All Remedial Action, and the disposal of all waste generated by the Remedial Action, shall be performed in accordance with Environmental Law.

(e) If the performance of Remedial Action is required pursuant to this Section 8.03 after the Closing Date:

(1) Seller shall have the right to enter upon the Real Property to perform Remedial Action necessary to comply with the obligations of Seller hereunder. All access shall be during daylight hours except by agreement of the parties. Seller shall give at least 3 business days notice to Purchaser of its intent to enter the Real Property for the initial performance of Remedial Action. The notice shall describe the activities to be performed and the amount of time estimated to complete the activities;

(2) The activities of Seller shall be conducted in a manner to minimize interference with Purchaser's use of the Real Property in the conduct of its business to the extent practicable;

(3) Purchaser shall cooperate with Seller to make reasonable accommodations in its business activities to allow for performance of Remedial Action, to the extent that such cooperation does not require Purchaser to shut down any of its manufacturing activities;

(4) Purchaser may observe the performance of Remedial Action by Seller to determine that such Remedial Action is performed in conformance with applicable Environmental Law. Purchaser may split any samples taken by Seller.

(f) By entering into this Agreement, Purchaser does not assume from Seller any liability or responsibility for any Environmental Claim arising from any existing Adverse Environmental Conditions, whether known or unknown.

(g) The provisions of this Section 8.04 shall survive the Closing Date for a period equal to the applicable statute of limitations with respect any Environmental Claim.

8.05 Indemnity by Purchaser. Subject to the limitations set forth in Section 8.06, Purchaser shall indemnify and hold Seller harmless from and against, and shall pay to Seller the full amount of, any loss, claim, damage, liability or expense (including reasonable attorneys' fees) resulting to Seller, either directly or indirectly, from any (a) inaccuracy in any representation or warranty by Purchaser contained in this Agreement or in any of the Other Agreements; (b) any breach of any covenant or agreement by Purchaser contained in this Agreement or in any of the Other Agreements; (c) any Assumed Liability; and (d) any product liability claim resulting from incidents or injuries occurring following the Closing.

8.06 Purchaser's Indemnification Limitations. With respect to any indemnity claims pursuant to Section 8.05(a), Purchaser's liability shall be limited to losses, damages, costs and expenses

(including reasonable attorneys' fees) incurred by Seller ("Losses") which, singly or when aggregated with other Losses, exceed \$50,000; provided, however, that upon Seller's successful assertion of a claim or claims against Purchaser for at least \$50,000 in aggregated Losses, Seller shall be entitled to recover the full amount of its claim for such aggregated Losses, including the \$50,000 base amount. Purchaser's indemnification obligations hereunder shall be limited to a total of \$1,000,000, plus the amount of any Assumed Liabilities and the expenses of Seller in enforcing its rights under this Agreement.

8.07 Remedies; Right of Offset. In the absence of fraud, the indemnification rights provided in this Section 8 shall be the sole and exclusive remedy available to each of the parties to this Agreement as against the other party for any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement contained herein or in connection with any of the transactions contemplated by this Agreement or the Other Agreements; provided, however, that the Purchaser shall be entitled to specific performance of the sale of the Assets and to injunctive relief prohibiting or restricting violations of Sections 5.02, 5.03 5.04, 5.06, 5.07, and 5.08 of this Agreement; and Seller shall be entitled to any and all remedies at law or in equity with respect to any breach by Purchaser of its obligation to pay the Assumed Liabilities or of its obligation to pay the Purchase Price in accordance with the terms of this Agreement. Without limiting the foregoing, each party hereby agrees to pay promptly upon receipt of notice from the other party the amounts which such party may owe to

the other from time to time by reason of the provisions of this Agreement or otherwise.

8.08 Penalties and Interest. If any party fails to pay an amount when due under this Agreement, in addition to any other penalties or obligations, the defaulting party's debt shall accrue interest at the prime rate of PNC Bank plus 2%, as that rate is adjusted from time to time. For purposes of this Section 8.08, the Purchase Price Adjustment shall not be deemed due until mutually accepted by the parties or until completion of arbitration pursuant to Section 2.05 hereof.

Section 9

Miscellaneous

9.01 Notices. Any notices or other communications required or permitted hereunder shall be deemed to have been duly given (a) if delivered in person and a receipt is given; (b) if communicated by confirmed facsimile utilizing the fax numbers referenced below; (c) if sent by overnight delivery with a national overnight courier service, and addressed as set forth below; or (d) if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to Seller or Fulton:

JLG Industries, Inc.
1 JLG Drive
McConnellsburg, Pennsylvania 17233-9533
Attention: Thomas D. Singer

Fax: 717-485-6462

with a copy to:

Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20044-7566

Attention: W. Andrew Jack

Fax: 202-662-6291

(b) If to Purchaser or Powerscreen Holdings:

Powerscreen USC Inc.
c/o Powerscreen International PLC
Coalisland Road
Dungannon, Northern Ireland BT71 4DR
Attention: Shay McKeown/Barry Cosgrove

Fax: 011-441-86-874-8816

with a copy to:

Brown, Todd & Heyburn PLLC
3200 Providian Center
Louisville, Kentucky 40202-3363
Attention: Jay Middleton Tannon

Fax: 502-581-1087

or if sent to such substituted address as any party has given to the others in writing in accordance with this Section 9.01.

9.02 Waivers. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Agreement shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

9.03 Expenses. Each party shall assume its respective expenses incurred in connection with the transactions contemplated by this Agreement. None of Seller's expenses related to the transaction contemplated in this Agreement (other than normal wages and salaries, but not overtime or bonuses, paid by Seller to the Division's employees) shall be charged against or paid by the Division.

9.04 Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

9.05 Annexes and Schedules. The Annexes and Schedules to this Agreement are incorporated herein by reference and expressly made a part hereof.

9.06 Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Agreement. There are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth herein or on an Annex or Schedule delivered in connection herewith.

9.07 Representations and Warranties. Except where a party has actual knowledge, the representations and warranties of each party contained herein shall not be deemed to be waived or otherwise affected by any investigation made by any other party hereto. As used in this Agreement, the term "Seller's knowledge" and all other references to matters which are known or to Seller, shall refer to matters which are known by David Black, Charles Diller, or Thomas Singer after consultation with Lawrence Weber, the General Manager of the Division, Jerry Lute, the Division's Director of Product Engineering, and Scott Smith, the Division Director of After Sales Service.

9.08 Currency. All amounts referenced in this Agreement have been stated in U.S. dollars.

9.09 Brokers. The parties covenant and agree with one another that, except for retention of Peers & Co. by Seller, they have not

dealt with any broker or finder in connection with any of the transactions contemplated in this Agreement; and, insofar as they know, no broker or other Entity is entitled to a commission or finders' fee in connection with these transactions. Seller shall be responsible for any and all fees and expenses of Peers & Co. Each party shall indemnify and hold the other parties harmless from and against any claim by any agent or broker claiming by or through it for any fee or other compensation due or allegedly due that broker or agent.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9.11 Severability. If any provision of this Agreement or its application will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

9.12 Benefit and Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, Seller, Purchaser, Fulton, Powerscreen Holdings and each of their respective successors and assigns; provided, however, that no party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other party, which consent shall

not be unreasonably withheld; and provided further that no third party beneficiaries shall be created hereby.

9.13 Risk of Loss. The risk of any loss or damage to any of the Assets by fire or any other casualty or cause shall be borne by Seller at all times through the Closing, and by Purchaser thereafter. If, prior to the consummation of the Closing, the Assets shall be damaged or destroyed to the extent that the Division's manufacturing capacity would be materially impaired for at least 30 days, either Seller or Purchaser may terminate this Agreement; and, upon such termination, no party to this Agreement shall have any further obligation hereunder to the others. If neither Seller nor Purchaser elect to terminate this Agreement pursuant to this Section 9.13, upon the Closing, Purchaser shall be entitled to all insurance proceeds relating to the casualty to the Assets, and Seller shall not have any further liability to Purchaser as a result of such casualty.

9.14 Further Assurances. Following the Closing, from time to time at another party's request and without further consideration, a party shall execute and deliver such further instruments of conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably propose, in order more effectively to convey and transfer any of the Assets. In addition, any monies collected by a party which are due and payable to another party shall be promptly remitted to such party upon receipt thereof.

9.15 Sales and Transfer Taxes and Fees. Except for the 2% transfer tax on Real Property and Vehicle transfer taxes to be

shared equally by Purchaser and Seller, all sales and transfer taxes, and all recording, filing and other fees (including any penalties or interest), incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by Seller. The parties shall assist each other in the filing of all necessary tax returns and other documentation with respect to all such taxes and fees; and, if required by applicable law, the parties shall join in the execution of any such tax returns or other documentation.

9.16 Prorations and Adjustments. All ad valorem and property taxes pertaining to the Real Property, Equipment and Vehicles and all utility payments shall be prorated as of the Closing Date, so that, as between the Sellers and the Purchaser, the Sellers shall be responsible for all ad valorem property taxes allocable to the period ending on the Closing Date, and the Purchaser shall be responsible for all ad valorem property taxes allocable thereafter.

9.17 Arbitration. Should arbitration be required pursuant to Section 2.05 of this Agreement, the parties shall timely execute and deliver an engagement letter with Coopers & Lybrand LLP; but if the parties are unable to conclude such arrangement within 15 days of commencing the effort to obtain such engagement letter, the controversy, dispute or claim shall be submitted for arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or any successor thereof. Arbitration shall take place at an appointed time and place in Wilmington, Delaware.

In the event the parties utilize the American Arbitration Association, each of Purchaser and Seller shall select one (1) arbitrator (who shall not be counsel for or otherwise associated with any such party); and the two (2) so designated shall select a third arbitrator. If either party shall fail to designate an arbitrator within seven (7) calendar days after arbitration is requested, or if the two (2) arbitrators shall fail to select a third arbitrator within fourteen (14) calendar days after arbitration is requested, then such arbitrator shall be selected by the American Arbitration Association or any successor thereto upon application of either party. Judgment upon any award of the majority of arbitrators shall be binding and shall be entered in a court of competent jurisdiction. The arbitrators may grant any relief which might be granted by a court of general jurisdiction, including, without limitation, an award of damages and/or injunctive relief; and the arbitrators may in their discretion assess the cost of the arbitration, including the reasonable fees of the arbitrators and reasonable attorneys' fees, against either or both parties, in such proportions as the arbitrators shall determine.

9.18 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware. Subject to the provisions of Section 9.17, the parties further consent to the exclusive jurisdiction of the U.S. federal courts within the State of Delaware in any action hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth in the preamble hereto, but actually on the dates set forth below.

POWERSCREEN USC INC.

By _____
Title: _____
Date: _____

JLG INDUSTRIES, INC.

By CH [Signature]
Title: Exec. V.P. & CFO
Date: May 22, 1996

FULTON INTERNATIONAL, INC.

By Thomas L. [Signature]
Title: Secretary
Date: May 22, 1996

POWERSCREEN INTERNATIONAL PLC

By _____
Title: _____
Date: _____

SCHEDULE A

Current Models of Equipment

A. Cranes:

- Model 600BT Crane
- Model 1000J Crane
- Model 1250J Crane
- Model 1400J Crane
- Model 1500J Crane
- Model 1700J Crane
- Model 2000J Crane
- Model 2250J Crane
- Model 2300J Crane
- Model 2800J Crane

B. Unloaders:

- Model 60-18 Unloader
- Model 60-26E Unloader
- Model 60-26C Unloader
- Model 110-26 Unloader
- Model 110-35 Unloader
- Model M-26E Unloader
- Model M-26C Unloader
- Model M-21-8E Unloader
- Model M-21-8C Unloader
- Model PC-16E Unloader
- Model PC-16C Unloader
- Model 300-25 Unloader
- Model 300-35 Unloader
- Model KTS 146KTS Unloader
- Model KTS 146BBH Unloader
- Model KTS 146KBB Unloader
- Model 300-45 Unloader
- Model 55-26 Unloader
- Model 150-26 Unloader
- Model 50-15 Unloader

C. Miscellaneous:

- Taxi-King Swing Cab
- TailGator mobile rough terrain forklift

SCHEDULE 1.01(e)

Assumed Contracts

1. Stipulated Settlement Agreement between U.S. Truck Cranes, Inc., Hiab Cranes and Loaders, Inc. (now known as Cargotec, Inc.) and JLG Industries, Inc. (to be assigned to Purchaser except to the extent of Hiab's obligation to indemnify Seller as specified therein for accidents and incidents occurring prior to the Closing Date)
2. Distributor Sales & Service Agreements, with a listing of current Distributors dated as of May 13, 1996 and copies of Seller's standard form Agreements having been provided to Purchaser. Changes thereto will have been made from May 13, 1996 to the date hereof. The files containing the Agreements are available for inspection by Purchaser at Seller's McConnellsburg, Pennsylvania headquarters.
3. Agreement dated May 1, 1979 by and between Frank Spalluto, Paul Baldassarre and Garden State Engine and Equipment Co., Inc.
4. Security Agreements (Equipment and Inventory), with a listing dated as of May 14, 1996 of Distributors which have entered into the same and a copy of Seller's standard form Agreement having been provided to Purchaser. Changes thereto will have been made from May 14, 1996 to the date hereof. The files containing the Agreements are available for inspection by Purchaser at Seller's McConnellsburg, Pennsylvania headquarters.
5. Purchase orders issued by Seller in the ordinary course of its business. As of May 17, 1996 those purchase orders having extended contract terms, fixed prices or other provisions have been issued to: Engine Distributors, Inc., Wire Rope Corporation of America, Custom Hydraulics, Inc., Y.E.I., Hydraulic Fitting Co., Inc., Lehigh Valley Plastics, Inc., Lindstrom Machine Shop, The James Walker Co., D.L. Metals, Inc., Bearings, Inc., Advanced Fluid Connectors, Inc., K-D Manitou, The Sherwin-Williams Company, 3M Co. Engineering Div. and Fairfax Environmental. In addition, joint purchasing arrangements with Seller's McConnellsburg operation for the purchases of certain items.
6. Maintenance and service agreements with the following: Quark Xpress, Summagraphics Corporation, York Calculator Company, Hewlett-Packard Company, Phillips Office Products, Rasna Corporation, and Print-O-Stat, Inc.
7. Agreement with Marlin Industrial Division, Inc. relating to employee communication service.
8. Agreement with Quality Copy Products relating to a copier.

Schedule 1.01(j)

Practices and Policies

See Schedule 1.01(l)

SCHEDULE 1.01(f)

Assumed Liabilities

1. Subject to Section 5.07, all warranty liabilities and obligations for products sold by the Division prior to the Closing Date.
2. The liabilities and obligations reflected on the Closing Financial Statements, being specifically warranty and accounts payable (excluding any accounts payable relating to environmental consulting or remediation).
3. All liabilities and obligations arising from or relating to the Assumed Contracts assigned to Purchaser.
4. All liabilities and obligations expressly assumed by Purchaser pursuant to the terms of this Agreement.
5. All liabilities and obligations arising from or related to any product retrofit, recall and other programs of a similar nature, including Field Service Bulletins and Field Service Changes and letter campaigns, issued prior to the Closing Date.
6. Liability for all claims, demands, expenses and actions in law or in equity at any time made or brought by anyone or any entity for any damages of any nature or injuries of any kind arising from accidents or incidents occurring after the Closing Date and relating to the design, manufacture, assembly, sale, distribution or service of i) all unloaders and boom truck cranes and parts therefore which were manufactured and/or sold by either by Seller, U.S. Truck Cranes, Inc. or USTC Indiana, Inc., or which are specified in the Stipulated Settlement Agreement (item 1, Schedule 1.01(k)), excepting however those cranes being the models specifically identified in Schedule 6.03, and ii) any unloader or crane product manufactured and sold by Hiab Cranes and Loaders, Inc. (now known as Cargotec, Inc.), Dico Company, Inc., Dyneer Corporation, York Stone, Side-O-Matic Unloader Corporation, Greater Iowa Corporation, Beloit Corporation or Elberfeld Manufacturing Company, Inc. as and to the extent only that Seller is alleged to have liability for the same:
7. All liabilities and obligations arising from operation by Purchaser of the Business or ownership of the Assets after the Closing Date, including any claims, demands, expenses and actions in law or in equity at any time made or brought by anyone or any entity for damages of any nature or injuries of any kind arising from accidents or incidents occurring after the Closing Date and relating to the design, manufacture, assembly, sale, distribution and use of any part sold by Purchaser for or any service rendered by Purchaser for any product, including those cranes being the models specifically identified in Schedule 6.03.

SCHEDULE 1.01(k)

Contracts

1. Stipulated Settlement Agreement between U.S. Truck Cranes, Inc., Hiab Cranes and Loaders, Inc. (now known as Cargotec, Inc.) and JLG Industries, Inc.
2. Distributor Sales & Service Agreements, with a listing of Distributors dated as of March 7, 1996 and copies of Seller's standard form Agreements having been provided to Purchaser. Changes thereto will have been made from March 7, 1996 to the date hereof. The files containing the Agreements are available for inspection by Purchaser at Seller's McConnellsburg, Pennsylvania headquarters.
3. Agreement dated May 1, 1979 by and between Frank Spalluto, Paul Baldassarre and Garden State Engine and Equipment Co., Inc.
4. Security Agreements (Equipment and Inventory), with a listing dated as of February 23, 1996 of Distributors which have entered into the same and a copy of Seller's standard form Agreement having been provided to Purchaser. Changes thereto will have been made from February 23, 1996 to the date hereof. The files containing the Agreements are available for inspection by Purchaser at Seller's McConnellsburg, Pennsylvania headquarters.
5. Non-Qualified Stock Option Agreements dated July 25, 1995, July 21, 1994 and March 31, 1993 by and between JLG Industries, Inc. and Lawrence J. Weber.
6. Non-Qualified Stock Option Agreements dated July 21, 1994 by and between JLG Industries, Inc. and Theodore C. Knox.
7. Indemnification Agreement dated July 15, 1991 by and between JLG Industries, Inc. and Lawrence J. Weber.
8. Deferred Compensation Benefit Agreement dated July 15, 1991 by and between JLG Industries, Inc. and Lawrence J. Weber.
9. Restricted Stock Agreements dated September 6, 1995 by and between JLG Industries, Inc. and the following employees of the Division: Thomas Conrad, Milfred L. Keefer, Gerald E. Lute, Kenneth E. Michael, Harry S. Smith and Lawrence J. Weber; with the same are subject to an October 25, 1995 memorandum.
10. Separation Provisions regarding Theodore C. Knox and Frederick R. Goode
11. Letter Agreements dated October 25, 1995 with eleven (11) employees of the Division, namely Harry S. Smith, Milfred L. Keefer, David L. Bagley, Dennis D. Faust, Ronnie E. Riggs, Michael J. Mikita, Gerald E. Lute, Lynn L. Oakman, Bradley S. Buchter,

12. Ford Motor Credit Company Agreement relating the 120 day floor plan financing (original agreement can not be located; Agreement is not assignable).
13. Purchase orders issued by Seller in the ordinary course of its business. As of May 17, 1996 those purchase orders having extended contract terms, fixed prices or other provisions have been issued to: Engine Distributors, Inc., Wire Rope Corporation of America, Custom Hydraulics, Inc., Y.E.I., Hydraulic Fitting Co., Inc., Lehigh Valley Plastics, Inc., Lindstrom Machine Shop, The James Walker Co., D.L. Metals, Inc., Bearings, Inc., Advanced Fluid Connectors, Inc., K-D Manitou, The Sherwin-Williams Company, 3M Co. Engineering Div. and Fairfax Environmental. In addition, joint purchasing arrangements with Seller's McConnellsburg operation for the purchases of certain items.
14. Maintenance and service agreements with the following: Quark Xpress, Summagraphics Corporation, York Calculator Company, Hewlett-Packard Company, Phillips Office Products, Rasna Corporation, and Print-O-Stat, Inc.
15. Agreement with Marlin Industrial Division, Inc. relating to employee communication service.
16. Agreement with Quality Copy Products relating to a copier.
17. Agreement with International Business Machines Corporation for customized operational services.
18. Software License Agreement with Rasna Corporation.
19. Agreement with Parametric Technology Corporation for PTC licensed products.
20. Sales orders issued by Seller for the sales of products and parts and quotations issued for the sales of products and parts.
21. Recourse arrangements with various commercial financial companies and banks relating to equipment purchases and leases by distributors of Sellers.
22. Seller's contracts for the service, maintenance and support of its computers and computer related equipment under which the Division's computers and computer related equipment is serviced, maintained and supported.
23. Agreement with Micro Control, Inc. for CADAM maintenance dated March 9, 1996.

Annex 1.01(l)

Current Financial Statements

Attached and labeled as Annex 1.01(l) - Attachments A are the Current Financial Statements.

Annex 1.01(1)
1 of 20

Material Handling Division
Unaudited Pro Forma Balance Sheet
April 30, 1996
(000's omitted)

ASSETS

Current assets	
Accounts receivable, less allowance for doubtful accounts of \$25	\$4,209
Inventories	6,600
Other prepaids	<u>17</u>
Total current assets	10,826
Property, plant & equipment	
Land & improvements	421
Buildings & improvements	1,116
Machinery & equipment	<u>3,021</u>
	4,558
Less allow for depr	<u>(2,436)</u>
Net property, plant & equipment	<u>2,122</u>
Other assets	
Total Assets	<u><u>\$12,948</u></u>

LIABILITIES & DIVISIONAL INVESTMENT

Included liabilities:	
Accounts Payable	1,655
Warranty	287
Other	<u>1,942</u>

Excluded Liabilities	
Compensation and benefits:	
Bonuses	343
Vacation	60
Pension	85
Workmens' compensation	62
Accrued Advertising	61
Prepaid medical	(39)
Product liability	565
Divisional Investment	<u>9,869</u>

Total Liabilities and Divisional Investment	<u><u>\$12,948</u></u>
--	------------------------

Notes to Unaudited Pro Forma Balance Sheet:
April 30, 1996

Accounts Receivable

The books and records of the Division include an allocation of the Company's total accounts receivable based on the Material Handling Division's sales to total Company sales. For this pro forma balance sheet presentation, accounts receivable has been adjusted to reflect all machine and service parts billings specifically relating to the Division, except for service parts billings that relate to customers common to both the Material Handling and Lift Divisions.

Allowance for Doubtful Accounts

The books and records of the Division include an allocation of the Company's total allowance for doubtful accounts based on the Division's sales to total Company sales. For this pro forma balance sheet presentation, the allowance for doubtful accounts was determined based on specific customer amounts which are considered uncollectible.

Inventories

Inventories are stated at cost using the FIFO method. A LIFO reserve included on the books and records of the Division has been excluded from this pro forma balance sheet. Also excluded from this pro forma balance sheet are certain inventory valuation reserves treated as a special deduction from net assets in determining the cash to be paid at closing. For a further discussion of inventories, see the attached "Assumptions, Methods and Procedures Used in Valuing Inventories at January 31, 1996."

Other Prepaids

Includes prepaid property taxes, promotional items, and security deposits.

Property, Plant & Equipment

Property, plant and equipment is stated at cost, net of accumulated depreciation. Depreciation is computed using the straight-line method, based on useful lives of 15 years for land improvements, 10 to 20 years for buildings and improvements, and 3 to 10 years for machinery and equipment.

Liabilities and Accrued Expenses

Certain liabilities, including accounts payable, compensation and benefit accruals, workmen's compensation claims, accrued advertising, as well as prepaid medical were not specifically identified by division on the Company's books and records, therefore they were not included on the books and records of the Division. However, amounts relating to these accounts were subsequently segregated and included in this pro forma balance sheet.

Warranty

The warranty accrual was calculated based on the historical claims experience of the Division as well as other subjective criteria. The pro forma balance sheet excludes certain warranty provisions treated as a special deduction from net assets in determining the cash to be paid at closing. For a further discussion of the warranty reserves, see the attached "Assumptions, Methods and Procedures Used in Establishing the Procedures Used in Establishing the Warranty Reserves at January 31, 1996."

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Material Handling Division
Unaudited Pro Forma Income Statement
Nine Months Ended April 30, 1996
(in thousands of dollars)

		%
Revenues:		
Boom truck cranes	\$8,589	52.7
Unloaders	5,305	32.2
Service parts	2,420	14.7
Other	72	0.4
	<u>16,486</u>	<u>100.0</u>
Cost of sales:		
Boom truck cranes		
Material	3,595	
Labor	720	
Overhead	<u>2,300</u>	
	<u>6,615</u>	
Unloaders		
Material	2,294	
Labor	411	
Overhead	<u>1,283</u>	
	<u>3,988</u>	
Service parts		
Material	814	
Labor	77	
Overhead	<u>243</u>	
	<u>1,134</u>	
Other		
Material	(3)	
Labor	-	
Overhead	<u>-</u>	
	<u>(3)</u>	
Total cost of sales		
Material	8,700	
Labor	1,208	
Overhead	<u>3,826</u>	
	<u>11,734</u>	
Gross Margin:		
Boom truck cranes	2,074	23.9
Unloaders	1,317	24.8
Service parts	1,286	53.1
Other	75	104.2
Subtotal before production variances	<u>4,752</u>	<u>28.8</u>
Production variances	<u>199</u>	
	<u>4,553</u>	<u>27.6</u>
Other cost of sales:		
Inventory reserves	135	
Freight-in	185	
Warranty & field service	879	
Product liability	35	
Other	-	
	<u>1,234</u>	<u>7.5</u>
Gross profit	<u>3,319</u>	<u>20.1</u>
Selling, general & administrative expenses:		
Selling	1,081	
General & administrative	458	
Product development	<u>843</u>	
	<u>2,392</u>	<u>14.5</u>
Operating profit	<u>\$927</u>	<u>5.6</u>

See the accompanying notes to this unaudited pro forma income statement.

**Notes to the Unaudited Pro Forma Income Statement:
Period Ended April 30, 1996**

General

The pro forma income statement includes certain rounding differences when compared to the books and records of the Division.

Production Variances

The pro forma income statement includes certain adjustments relating to a vacation accrual per an agreement made with the original USTC employees and an adjustment relating to a prior year medical expense reimbursement.

Inventory reserves

The pro forma income statement excludes certain inventory valuation provisions which are treated as a separate deduction from net assets in determining the cash to be paid at closing.

Warranty and Field Service

The pro forma income statement excludes certain warranty provisions which are treated as a separate deduction from net assets in determining the cash to be paid at closing.

Product Liability

Product liability was arbitrarily allocated to the books and records of the Division. The pro forma income statement reflects cash paid and/or reserves established relative to certain incidents incurred during fiscal 1996.

Other

The books and records of the Division include a LIFO provision for unloader products. Since inventories as reflected on the pro forma balance sheet are on a FIFO basis, this provision was excluded from the pro forma income statement.

Selling

The pro forma income statement has been adjusted to include a vacation accrual per the agreement made with the original USTC employees and an adjustment made for a prior year medical reimbursement.

General & administrative

The books and records of the Division do not reflect a bad debt expense. Additionally, the allowance for doubtful accounts as of April 30, 1996 has not been included in this pro forma income statement. Expenses of \$6 on the books and records of the Division have been inadvertently excluded from expense in presenting this pro forma income statement.

Product development

The pro forma income statement includes an adjustment for a prior year medical reimbursement.

Annex 1.01(1)
5 of 20Material Handling Division
Assumptions, Methods and Procedures used in valuing Inventories at January 31, 1996

	G/L Bal 1-31-96	Cost In Excess of NRV
<u>Finished Machines</u>	43.0	
Machines In Process	1,086.0	153.2
Consignment	1,246.0	28.9
Truck Chassis	270.0	
Fab Parts - In Process	1,610.0	309.9
Fab Parts - Stocked	2,837.0	492.0
Raw Material & Purchased Parts	7,092.0	(19.8)
Subtotal		<u>472.2</u>
Less: Scrap recovery @ 5%		
Cost In Excess of NRV		
Inventory Valuation Reserve:	(54.0)	
Charged directly to work order	(265.0)	
Contra-Account	253.0	
Overhead Spreadback	<u>7,026.0</u>	
G/L Balance @ 1-31-96		

The analysis and discussions attached hereto are an integral part of this summary schedule.

Annex 1.01(1)
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Material Handling - January 1996
 Lab Parts - Stocked
 Raw Materials & Purchased Parts

	G/L Bal 1-31-96	Cost In Excess of NRV	Explanation
Current production	3,389.0		Production parts
Excess - Demand > 24 months	183.3	45.8	NRV @ 75%
10-15	98.3		Good Inventory. Product discontinued but saleable.
15-26	13.9	13.9	Obsolete. No FY 96 forecast
150-26	10.9	10.9	Obsolete. No FY 96 forecast
150-45	6.9	6.9	Obsolete. No FY 96 forecast
300-25/35/45	110.0	20.0	Product is saleable. Some parts physically deteriorated
1044 JP	12.4	10.7	Balance for service parts
DEICER	1.3	1.3	Balance for service parts
1400 & 2300 JBT	16.2	13.9	Balance for service parts
Out of Production - Demand < 24 months	223.3		Useable as service parts
Obsolete	161.5	161.5	No demand
Rusted Parts- All Machines	10.0	10.0	Parts physically deteriorated
McCbg Cylinders	211.0	15.0	No demand
Total	4,447.0	309.9	

- Identifies machines and parts having no sales value except for scrap recovery at 5%.

[illegible]

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Handing - January 1996

Process	Machine Serial #	Truck Serial #	WIP Report	Truck Chassis	G/L Bal 1-31-96	Cost in Ecess of NRV		Total	Explanation
						Machine	Truck		
	947		0.7		0.7				
	395	14820	54.6	58.8	113.4				Sold in Feb
	942		1.5		1.5				
	451		25.4		25.4	25.4		25.4	Crane value at 0
	620		15.3		15.3	2.9		2.9	Rework to sell
	621		21.2		21.2	2.9		2.9	Rework to sell
	631		18.7		18.7	2.9		2.9	Rework to sell
	632		19.7		19.7	2.9		2.9	Rework to sell
	659		10.1		10.1	2.8		2.8	Rework to sell
	617		18.7		18.7	2.8		2.8	Rework to sell
	660		9.5		9.5	2.8		2.8	Rework to sell
	937		1.0		1.0				
	941		0.9		0.9				
	933		7.7		7.7				
	934		7.6		7.6				
	935		4.4		4.4				
	936		4.5		4.5				
	890		18.8		18.8				
JG	3095	38326	94.1	57.5	151.6	13.8		13.8	Rework to sell
	1		36.8		36.8	19.3		19.3	Proto 1- write down for sale
	2		30.8		30.8	13.3		13.3	Proto 2- write down for sale
	3		19.1		19.1				
	4		16.5		16.5				
	5		0.2		0.2				
	6		0.2		0.2				
	7		0.2		0.2				
	8		0.2		0.2				
	9		0.2		0.2				
	10		0.2		0.2				
		40751		55.4	55.4				
		77606		28.6	28.6				
		78912		28.6	28.6				
		80149		28.6	28.6				
		2828		45.4	45.4				
		2829		45.4	45.4				

Annex 1.01(1)
9 of 20

Handing - January 1996

Process	Machine Serial #	Truck Serial #	WIP Report	Truck Chassis	G/L Bal 1-31-96	Cost in Ecess of NRV		Explanation
						Machine	Truck	
		2830		45.4	45.4			
		2831		45.4	45.4			
		7042		46.5	46.5			
		12723		27.5	27.5			
		15725		28.4	28.4			
		15721		28.1	28.1			
		15726		28.3	28.3			
		15728		28.3	28.3			
		15729		29.5	29.5			
		16642		28.1	28.1			
		16641		28.1	28.1			
			124.5					
ders								
il			1,086.0	1,245.5	2,331.5	153.2	28.9	182.1

ifies machines and parts having no sales value except for scrap recovery at 5%.

MATERIAL HANDLING
MANUFACTURING OVERHEAD SPREADBACK
JANUARY 96

OVERHEAD @ STANDARD

INVENTORIES	ACCOUNTS	LAB	OH	RATE
UNSHIPPED PARTS	11512-11513			
FAB PARTS	11531-11532			
WIP	11534-11535	304,782	933,057	3.061
CONSIGNMENT	11562-11563			
FINISHED GOODS	11565-11566			
		<u>304,782</u>	<u>933,057</u>	<u>3.061</u>

CALCULATION OF ROLLING AVERAGE USING OH @ ACTUAL COST

	LABOR \$	OH \$	OH RATE
DEC POOL	362,478	1,395,540	3.85
JAN	79,507	321,632	4.05
JAN AVG RATE	441,985	1,717,172	3.89

SPREADBACK	RATE	DIRECT LABOR	DIRECT OVERHEAD
JAN	3.89	79,507	309,282
DEC	3.89	125,840	489,518
NOV	3.89	99,435	386,802
		<u>304,782</u>	<u>1,185,602</u>
		304,782	

LESS O/H @ STANDARD

933,057

TOTAL MANUFACTURING O/H SPREADBACK

252,545

LESS PRELIMINARY BALANCE
ACCOUNT 11540

272,660

NET ADJUSTMENT INC/(EXP)

(20,115)

ASSUMPTIONS, METHODS AND PROCEDURES USED IN VALUING INVENTORIES AT JANUARY 31, 1996

The following inventory valuations were determined based on the books and records of the Division, discussions and judgements made by the Division's personnel based on their knowledge of the products, the marketplace in which the products are sold and in certain instances the physical inspection of the inventory items. All costs reflected in this analysis are on a FIFO basis. Net realizable value (NRV) used in this analysis is the estimated selling price in the ordinary course of business less reasonably predictable costs of completion and disposal.

FINISHED GOODS - Finished goods are those units which have a machine status of "Ready for Shipment". These machines are current production machines built to a customer order or built for stock. These units have no cost in excess of NRV.

IN PROCESS MACHINES - These are machines (excluding truck chassis) that are in various stages of completion. The majority of these machines are current production machines. Each machine with an identified serial number was examined and all except the following were established as having an NRV in excess of cost:

1044 JP (SN 2549) -- This machine is an R&D prototype which has salvageable service parts estimated at \$6,000. The balance of \$32,900 was established as an NRV reserve.

110-35 (SN 629) -- R&D prototype machine was determined to have no value and an NRV reserve of \$28,500 was established.

50-15 (SN 451) -- R&D prototype. Machine determined to have no value, and an NRV reserve of \$25,400 was established.

50-15 (SN 617, 620, 621, 631, 632, 659, 660) -- Machines are saleable after investing an estimated \$20,000 in total for all seven machines for rework and repairs. This amount was established as an NRV reserve.

Taxi-King (SN 3095) -- Machine is saleable after investing an estimated \$13,800 for rework and repairs. This amount was established as an NRV reserve.

TG's (Proto 1 and Proto 2) -- These machines are saleable at an estimated \$35,000 in total for the two machines, resulting in a total NRV reserve of \$32,600 for the two machines.

TRUCK CHASSIS -- Truck chassis were examined and their NRV was estimated based on their condition, age and mileage, resulting in the following NRV reserves:

93 Ford (SN 5282) -- Estimated realizable value is \$17,500, resulting in an NRV reserve of \$10,000.

87 Autocar (SN 303781) -- Estimated realizable value is \$20,000, resulting in an NRV reserve of \$18,900.

FAB PARTS - IN PROCESS -- Represents work in process orders for current products. These orders have no cost in excess of NRV.

FAB PARTS - STOCKED AND RAW MATERIALS AND PURCHASED PARTS -- All stock parts, including fabricated parts, raw materials and purchased parts, were reviewed with respect to their NRV based on the following criteria:

Current Production

- Compared 24 months usage of active parts against existing inventory to generate a listing of parts in excess of 24 months supply (\$469,100). The 24 months usage was determined by using actual usage for the period January 1, 1995 through February 29, 1996 (14 months) and extrapolating that into the equivalent of 24 months usage. Parts representing 24 months usage were categorized as "current production" and valued at cost.
- From this excess listing, all parts relating to new products were excluded. These parts were also valued at cost and categorized as current production.
- Customer Service reviewed the remaining parts and retained \$45,800 as useable within 24 months and these were valued at cost and categorized as current production.
- This balance in excess of 24 months usage (\$183,300) was valued at an estimated NRV of 75%, or \$137,500, resulting in a cost in excess of NRV reserve of \$45,800.

Out of Production -- Parts relating to certain products not in current production were identified and valued as follows:

55-26, 150-26, 150-45 -- These are in-house production parts that have no forecasted demand and no service value. An NRV reserve at 100%, or \$31,700, was established.

300-25/35/45 -- This is a saleable product but some parts are physically deteriorated from the weather. An NRV reserve of \$20,000 was established for these parts representing the cost to rework these parts into useable condition.

1044JP, DEICER, 1400, 2300JBT -- These products will no longer be produced. Service has elected to retain \$3,000 of the parts as saleable in the next 24 months. The balance of \$25,900 was established as an NRV reserve.

Other -- All other out of production parts (\$384,800) were reviewed and \$223,300 was determined useable at full value as service parts over the next 24 months.

Obsolete -- The balance of \$161,500 was determined not useable and an NRV reserve of \$161,500 established.

OTHER VALUATIONS

Rusted Parts - All Machines -- A visual inspection of all parts resulted in \$10,000 of parts that had physical deterioration due to rust. An NRV reserve of \$10,000 was established for these parts.

McConnellsburg Cylinders -- Certain parts are manufactured in McConnellsburg. These were reviewed as to useability within 24 months and an NRV reserve of \$15,000 was established for these parts.

SCRAP RECOVERY -- All parts and machines not saleable for which an NRV was established (\$396,700) was considered as scrap and an estimated recovery of 5%, or \$19,800, was estimated.

OVERHEAD SPREADBACK -- Overhead for the current month at actual cost is added to the overhead pool at actual cost as of the beginning of the month in order to recalculate (using actual labor) an average actual overhead rate. The resulting actual overhead rate is then used to calculate the cost of goods sold for the current month and to revalue overhead in inventory at the end of the month at actual cost.

ASSUMPTIONS, METHODS AND PROCEDURES USED IN ESTABLISHING
THE WARRANTY RESERVES AT JANUARY 31, 1996

General Reserve

1. The warranty experience of machines sold during the 12 month period 1/31/94 to 1/31/95 was examined.
2. This time period represents the most recent 12 months of machine sales on which the warranty coverage has elapsed.
3. A listing of these machines that includes warranty claims by machine (in dollars) and net sales of each machine is generated by product line.
4. Total warranty claim dollars are divided into net sales dollars to develop a claim rate as a percent of sales; unloaders - 1.25%, cranes - .90%.
5. These percentages are multiplied by the last 12 months of sales and then weighted by time remaining in the warranty period. The 12 months range from Jan. 96 through Feb. 95. Jan. 96 sales have a weighting factor of 12/12 or 1.0; Dec. 95, 11/12 or .9167; Nov. 95, 10/12 or .8333; continuing to Feb. 95 which is 1/12 or .0833.
6. These calculations result in reserve amounts of \$35,767 for unloaders and \$58,733 for cranes. Total general reserve is \$94,500.

5-Year Structural

The 5-year structural reserve of \$40,500 was based on subjective discussions with Customer Service personnel at York concerning known problems in the field and the anticipated cost associated with the repairs. This amount was checked for reasonableness by reference to total annual structural claims for fiscal years 1995 and 1994.

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JLG INDUSTRIES
 MATERIAL HANDLING DIVISION
 WARRANTY RESERVE ANALYSIS
 QUARTER ENDING 12/31/96
 EXPERIENCE 1/31/94 - 1/31/95

Weighting Factor		Warranty as % of Sales	
B	0.0833	UNLOADERS	0.0125
AR	0.1667	CRANES	0.0090
R	0.2500		
AY	0.3333		
N	0.4167		
L	0.5000		
JG	0.5833		
P	0.6667		
IT	0.7500		
OV	0.8333		
EC	0.9167		
N	1.0000		

*****sales*****			*****PERCENT*****						
MONTH	UNLOADERS	CRANES	TOTAL	UNLOADERS	CRANES	FACTOR	UNLOADERS	CRANES	TOTAL
EB	1,015,547	880,510	1,896,057	0.0125	0.0090	0.0833	1,058	660	1,718
AR	1,016,474	1,279,459	2,295,933	0.0125	0.0090	0.1667	2,118	1,919	4,037
PR	795,951	1,249,041	2,044,992	0.0125	0.0090	0.2500	2,487	2,810	5,298
AY	346,026	1,484,086	1,830,112	0.0125	0.0090	0.3333	1,442	4,452	5,894
JN	242,904	1,425,850	1,668,754	0.0125	0.0090	0.4167	1,265	5,347	6,612
JL	47,680	1,038,442	1,086,122	0.0125	0.0090	0.5000	298	4,673	4,971
JG	222,843	917,684	1,140,527	0.0125	0.0090	0.5833	1,625	4,818	6,443
	362,968	612,799	975,767	0.0125	0.0090	0.6667	3,025	3,677	6,702
	592,383	1,165,079	1,757,462	0.0125	0.0090	0.7500	5,554	7,864	13,418
	383,348	819,194	1,202,542	0.0125	0.0090	0.8333	3,993	6,144	10,137
	414,311	692,809	1,107,120	0.0125	0.0090	0.9167	4,747	5,716	10,463
AN	652,428	1,183,607	1,836,035	0.0125	0.0090	1.0000	8,155	10,652	18,808
							35,767	58,733	94,500
	6,092,863	12,748,560	18,841,423						

Letter Campaigns and Potential Warranty.

Previously issued letter campaigns and field service bulletins are periodically reviewed to identify those for which future claims for reimbursement may be anticipated to be received pursuant to the reimbursement plan, if any, announced in conjunction with each such letter campaign and field service bulletin. This identification is based on among other things, the form of the letter campaign or field service bulletin, the facts concerning each and its issuance, date of issuance, date of last claim and intended follow up action, together with the prior history of letter campaigns and field service bulletins and the judgment of those individuals doing the review. Estimated costs for each such letter campaign or field service bulletin so identified are made using among other things the number of units affected, number of units completed, the estimated cost of completion, the number of units for which parts have been ordered, the estimated number of units for which claims for reimbursement are anticipated, and the facts concerning each.

Potential warranty is established based on the evaluation and review of matters involving field units by appropriate product safety personnel, with input from service, engineering, marketing and management personnel. Those matters cover field units for which action may be considered or is being taken by reason of safety/reliability related problems or concerns. They usually involved three (3) basic areas. The first is recently issued or recommended letter campaigns or field service bulletins. For each of these, an estimated cost is established which is based on the number of units affected, the nature of the action taken, an estimated cost of completion and an estimated completion percentage, which percentage is based on the form, the facts concerning each and its issuance, intended follow-up action, together with the prior history of letter campaigns and field service bulletins and the judgment of the product safety personnel involved. The second area is where no action is recommend, but it is anticipated that specified action may be taken for customer relation reasons. Costs are estimated in a manner similar to that discussed above, with the number of units for which the action may be taken to be based on an estimate using service and marketing input. The third area is where it is decided that action would be taken, but only in response to customer complaints or claims for field units. Estimated costs are made using among other things, the number of units affected, nature of the action taken, the estimated cost of completion and the estimated number of units for which the action is expected to be taken.

LETTER CAMPAIGNSBT Extend Chain/Rod Update:

100% Completion cost = \$13,966.40

Affected units = 55

Completed = 7

Parts ordered = 4

\$2,793.00

Fiberglass Basket Attachment Replacement:

100% Completion cost = \$4,960.62

Affected units = 42

Completed = 7

Parts ordered = 34

\$4,015.74

Update of the Brake Cylinder Attach Plate
Installed on the Platform:

100% Completion cost = \$1,738.90

Affected units = 11

Completed = 2

Parts ordered = 9

\$1,423.74

Turntable Weldment Update:

100% Completion cost = \$7,974.50

Affected units = 50

Completed = 4

Parts ordered = 46

\$7,336.54

TOTAL:

\$15,569.02

POTENTIAL WARRANTY

Capacity Alert for Overload System - FSB #96-3-1 (Yellow Headline):

Total cost for 100% completion = \$31,500.00

Average % of completion for FSB = 33%

Approx. amount required = 33% x \$31,500.00 = \$10,395.00

\$10,395.00

"J" Series Cranes - Telescope Cylinder Scoring:

Machines involved (manufactured 6/95 to present) = 164

Potential problems = 30% (49 machines)

24 machines already completed (changed telescope cylinder)

49 - 24 = 25 potential machines remain to be completed

Average cost of telescope cylinder = \$1,500.00 per machine

Labor cost = 12 hours @ \$45.00 per hour = \$540.00 per machine

Travel cost = \$265.00 per machine

Total cost parts/labor = \$2,305.00 per machine

Total cost estimate = \$2,305.00 per machine x 25 = \$57,625.00

Total cost estimate for 100% (140 machines) =

\$2,305.00 per machine x 140 = \$322,700.00

\$57,625.00

"J" Series Cranes - Telescope Cylinder Slow Retract Speed:

Machines involved = 73

Average cost of new telescope cylinders required = \$1,866.00 per machine

Travel/Labor cost = 18 hours @ \$45.00 per hour = \$810.00

Total cost parts/labor = \$2,676.00 per machine

Total cost estimate for 100% (73 machines) =

\$2,676.00 per machine x 73 = \$195,348.00

No recommended action. Potentially replace cylinders on 5 machines for customer relations = \$2,676.00 per machine x 5 = \$13,380.00

\$13,380.00

POTENTIAL WARRANTY

50-15 Unloader - Boom Modification and Turntable Bolt Replacement

Machines involved = 4

Parts cost = \$150.00 per machine

Paint cost = \$400.00 per machine

Labor cost = 11 hours @ \$45.00 per hour = \$495.00 per machine

Travel cost = 6 hours @ \$53.00 per hour = \$318.00 per machine

Total cost estimate = \$1,363.00 per machine x 4 = \$5,452.00

NOTE: If JLG personnel are required to travel to the machines and complete the work, it is estimated to cost an additional \$700.00 per machine x 4 = \$2,800.00 + \$5,452.00 = \$8,252.00.

\$8,252.00

2200BT - Boom Eye-Bolt:

Machines involved = 23

Travel/Labor cost to replace/rework eye-bolt mounting = \$500.00 per machine

Total cost estimate for approx. 75% (17 machines) =

\$500.00 per machine x 17 = \$8,500.00

Total cost estimate for 100% (23 machines) =

\$500.00 per machine x 23 = \$11,500.00

Recommend Letter Campaign to repair all machines subject to design verification.

\$8,500.00

BT - Pedestal Cracks:

Potential machines with low rear mount = 8

Material cost = \$100.00 per machine

Labor cost = 32 hours @ \$45.00 per hour = \$1,440.00 per machine

Travel cost = \$600.00 per machine

Total cost parts/labor = \$2,040.00 per machine

Total cost estimate = \$2,040.00 per machine x 8 = \$16,320.00

Potential machines with front mount = 2

Total cost estimate = \$1,780.00 per machine x 2 = \$3,560.00

\$19,880.00

POTENTIAL WARRANTY

755 Cranes - Brakes

Machines involved = 108

Parts cost = \$1,405.00 per machine

Labor cost = 24 hours @ \$45.00 per hour = \$1,080.00 per machine

Total cost parts/labor = \$2,485.00 per machine

Potential Hertz machines involved = 24

Total cost estimate = \$2,485.00 per machine x 24 = \$59,640.00

Total cost estimate for 6 machines = \$2,485.00 per machine x 6 =
\$14,910.00

NOTE: Hertz machines have already been done once; therefore, we
should not pay for them again.

\$14,910.00

TOTALS

\$132,942.00

SCHEDULE 1.01(o)

Equipment

• Copy of Seller's Asset Status Report dated as of May 15, 1996 is attached and labeled as Schedule 1.01(o) - Attachment A.

Schedule 1.01(o) -

JOA DATE	5/15/96	COMPANY	JLG INDUSTRIES	BOOK BASIS	ASSET STATUS	REPORT	PAGE	1	
TIME	14:11:15	BOOK	ASSET	STATUS	REPORT				
ESS LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	BLDGS	5201				
ASSET	COMP SRC	IMP-SERV	ASSET REM	DEPR	ASSET	BOOK	CURRENT PER	ASSET TO DATE	
NUMBER	WDR	CDE	QTY	LIFE	METH	VALUE	DEPRECIATION	DEPRECIATION	
100456	FA	0001	1/01/95-3	120	104.031 STL	6891.73	5974.58	516.87	917.15
IN PLANT OFFICE									
100496	FA	0001	7/02/95-3	120	110.014 STL	38464.00	35306.85	2869.48	3197.15
ICE REPAIRS									
TYPE	5201	TOTAL				45355.73	41281.43	3386.35	4074.30
100396	FA	0001	5/31/92-1	120	78.962 STL	3550.00	2140.86	264.08	1409.14
RURAL HEAT/AIR ENG. OFFICE									
TYPE	5203	TOTAL				3550.00	2140.86	264.08	1409.14
100381	FA	0001	1/29/90-1	240	163.951 STL	743053.94	507720.85	27871.06	235333.09
- ACQUISITION									
100380	FA	0001	7/01/90-1	120	48.981 STL	7225.47	2981.23	547.79	4244.24
PETTING IN OFFICES									
100389	FA	0001	8/01/90-1	120	50.000 STL	50475.00	21252.64	3825.47	29222.36
LOADING ENCLOSURE									
100390	FA	0001	11/28/90-1	231	164.913 STL	5843.50	4173.46	227.77	1670.04
PRESSOR ROOM									
100393	FA	0001	6/02/91-1	120	60.028 STL	2825.00	1426.24	213.84	1398.76
WHEAD DOOR & DOCK EXTENSION									
100440	FA	0001	9/04/94-3	120	100.118 STL	6731.00	5615.78	504.82	1115.22
CURTAIN HD-14-13-5 #520									
100441	FA	0001	9/04/94-3	120	100.118 STL	6731.00	5615.78	504.82	1115.22
CURTAIN HD-14-13-5 #520									
100493	FA	0001	7/02/95-3	120	110.014 STL	212464.00	194782.96	15934.77	17681.04
F REPAIRS									
100500	FA	0001	10/02/95-3	120	113.004 STL	3950.00	3719.70	230.30	230.30
T PUMP RELOCATION									
TYPE	5601	TOTAL				1039298.91	747288.64	49860.64	292010.27
100392	FA	0001	3/03/91-1	120	57.036 STL	8791.93	4218.28	665.64	4573.65
LOADING ENCLOSURE - ASSEMBLY									
TYPE	5640	TOTAL				8791.93	4218.28	665.64	4573.65
100391	FA	0001	3/03/91-1	120	57.036 STL	6540.00	3137.82	495.14	3402.18
RHEAD DOOR									
TYPE	5650	TOTAL				6540.00	3137.82	495.14	3402.18

DATE	5/15/96	COMPANY -	1 JLG INDUSTRIES	PAGE			
TIME	14:11:15	BOOK BASIS ASSET STATUS REPORT		3			
S LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	LOIMP 5650			
COMP SRC	IN-SERV	ASSET REM	DEPR	ASSET TO DATE			
MNR CDE	QTY DTE-OPT	LIFE METH	COST(BASIS)	YEAR TO DATE			
R			BOOK VALUE	DEPRECIATION			
				CURRENT PER			
				DEPRECIATION			
11112	FA 0001	4/29/91-1	180 118.077 STL	6400.00	4229.90	320.24	2170.10
EXPANSION & UPGRADE							
11114	FA 0001	8/01/92-1	180 135.000 STL	6066.00	4549.50	303.30	1516.50
% OF AREA AROUND INV BLDG							
11118	FA 0001	9/04/94-3	180 160.118 STL	8975.00	7983.67	448.74	991.33
TOP & ROAD REPAIR MAT HAN							
PE 5650 TOTAL							
TYPE LOIMP TOTAL							
1899	FA 0001	10/30/94-3	60 41.959 STL	2980.00	2083.95	447.01	896.05
LOAD DYNAMOMETER C659							
PE 5203 TOTAL							
1486	FA 0001	1/29/90-1	60 STL	5500.00	2083.95	447.01	896.05
HYDRAULIC INWORKER							
11508	FA 0001	1/29/90-1	180 103.951 STL	84000.00	48526.44	4201.38	35473.56
HO CRANES, 2 S-T DR CRANES							
11533	FA 0001	1/29/90-1	60 STL	1600.00			1600.00
S WEEPER, TENMANT NO 42HO							
11537	FA 0001	1/29/90-1	60 STL	9500.00			9500.00
11583	FA 0001	8/01/90-1	60 STL	20288.03			20288.03
COMPRESSOR							
11598	FA 0001	12/30/90-1	60 STL	30906.48			30906.48
ROOM LIFT #0308912450							
11618	FA 0001	6/02/91-1	60 STL	11225.59			11225.59
MATERIAL RACKS							
01621	FA 0001	6/30/91-1	60 STL	19348.00			19348.00
PUMP AGE BINS							
01625	FA 0001	6/30/91-1	60 STL	3312.50			3312.50
SYST - 2 AIR COMPRESSORS							
01676	FA 0001	6/29/92-1	60 13.803 STL	6882.29	1568.56	1016.87	5313.73
FLOOR SWEEPER MODEL186							
01939	FA 0001	1/29/95-3	60 44.951 STL	1864.00	1396.46	279.61	467.54
GROUND STORAGE TANK-GAS							
01940	FA 0001	1/29/95-3	60 44.951 STL	1864.00	1396.46	279.61	467.54
GROUND STOR.TANK-OIES.FUEL							

DATE	5/15/96	COMPANY	JLG INDUSTRIES	BOOK BASIS ASSET STATUS REPORT	ASSET TYPE/SUBTYPE	BOOK VALUE	CURRENT PER DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION	PAGE
TIME	14:11:15	BOOK	BASIS	ASSET STATUS REPORT	ASSET TYPE/SUBTYPE	BOOK VALUE	CURRENT PER DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION	4
S LEVEL	0005	JLG INDUSTRIES	ASSET	DEPR	ASSET	COST(BASIS)	DEPR	METHOD		
COMP SRC	IN-SERV	ASSET	REH	DEPR	ASSET	COST(BASIS)	DEPR	METHOD		
R MBR	COE	QTY	DTE-OPT	LIFE	METH					
993	FA	0001	4/30/95-3	60	47.943	STL	6086.00	4862.98	912.89	1223.02
ORMER UPGRADE										
994	FA	0001	4/30/95-3	60	47.943	STL	1888.95	1509.36	283.34	379.59
INITIAL DRILL										
0007	FA	0001	4/30/95-3	60	47.943	STL	4995.00	3991.22	749.25	1003.78
LANE W/ USED HOIST										
0016	FA	0001	6/04/95-3	60	49.094	STL	2510.00	2053.75	376.49	456.25
JIB CRANE										
0020	FA	0001	6/04/95-3	60	49.094	STL	3759.91	3077.36	564.00	682.55
CONTAINMENT										
0047	FA	0001	8/01/95-3	60	50.976	STL	1524.75	1295.42	229.33	229.33
R CART										
0099	FA	0001	3/05/96-3	60	58.040	STL	6950.00	6723.03	226.97	226.97
LEVER BACK										
9999	FA	0001	1/28/95-				52899.92	52899.92		
ASSET CLEARING 5000										
0088	FA	0001	6/01/85-1	60		STL	1716.80		1716.80	1716.80
OLDING FOR 8008T										
0	FA	0001	10/01/88-1	84		STL	4172.30		4172.30	4172.30
IN STUD WELDER #961484										
PE	5601	TOTAL					282794.52	129300.96	16650.84	153493.56
01481	FA	0001	1/29/90-1	60		STL	554.00		554.00	554.00
JIB CRANE										
01490	FA	0001	1/29/90-1	60		STL	11000.00		11000.00	11000.00
L DRILL, TRM-1900 #1732										
01491	FA	0001	1/29/90-1	60		STL	9000.00		9000.00	9000.00
HERCULES AJAX, 20"X96"										
01492	FA	0001	1/29/90-1	60		STL	2800.00		2800.00	2800.00
L LATHE, MAS. #5811661										
01493	FA	0001	1/29/90-1	60		STL	2000.00		2000.00	2000.00
L LATHE, GISHOLT, 6 HEADS										
01494	FA	0001	1/29/90-1	60		STL	2000.00		2000.00	2000.00
L LATHE, GISHOLT, #3249X3										
01495	FA	0001	1/29/90-1	120	43.951	STL	20000.00	7329.20	1500.84	12670.80
CENTER, WICKHAM, #070E-14										

DATE	5/15/96	COMPANY	1 JLG INDUSTRIES	PAGE	6
TIME	14:11:15	BOOK	BASIS ASSET STATUS REPORT		
AS LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE MAC	5610	
COMP SRC	IN-SERV	ASSET	REH	DEPR	ASSET
R NBR	COE	QTY	DYE-OPT	LIFE	METH
1710	FA	0001	1/31/93-1	60	20.000 STL
IRIZ. SPINDLE MILLING MAC					
					42096.80
					14032.27
					6314.52
					28064.53
1755	FA	0001	5/02/93-1	60	24.000 STL
JIB CRANE & HOIST					
					6964.29
					2785.72
					1044.64
					4178.57
1806	FA	0001	12/06/93-1	60	31.000 STL
DIGITAL/DIGITAL READOUT					
					1438.30
					743.16
					215.76
					695.22
1803	FA	0001	10/30/94-3	60	41.959 STL
AUTHORIZED HOISTS-M.H. C639					
					5096.64
					3564.16
					764.50
					1532.48
1937	FA	0001	1/29/95-3	60	44.951 STL
5 CRC KNEE MILL					
					29054.90
					2167.31
					4358.22
					7287.59
1972	FA	0001	4/02/95-3	60	47.022 STL
FOSDICK RADIAL DRILL					
					11861.27
					9295.66
					1779.20
					2565.61
2063	FA	0001	10/02/95-3	60	53.004 STL
ONTAL SPINDLE MILL MACHN					
					255110.78
					225488.35
					29622.43
					29622.43
2078	FA	0001	1/29/90-1	36	STL
TOOLING, DIES					
					65100.00
					65100.00
PE	5610	TOTAL			
					303475.40
					50550.65
					313322.99
21483	FA	0001	1/29/90-1	60	STL
HOME CANTILEVER J906CT					
					1300.00
					1300.00
21487	FA	0001	1/29/90-1	60	STL
HOIST W/TROLLEY					
					1300.00
					1300.00
21505	FA	0001	1/29/90-1	60	STL
NG POSITIONER, 36" SQ TOP					
					2200.00
					2200.00
21517	FA	0001	1/29/90-1	60	STL
NAME 1-T CAPACITY					
					1200.00
					1200.00
21520	FA	0001	1/29/90-1	60	STL
IF BURNING TABLES					
					1840.00
					1840.00
21521	FA	0001	1/29/90-1	60	STL
ING POSITIONER					
					1400.00
					1400.00
21527	FA	0001	1/29/90-1	120	43.951 STL
R. PACIFIC #5-10356					
					55000.00
					20155.30
					4127.28
					34844.70
21528	FA	0001	1/29/90-1	60	STL
NAME 1-T CAPACITY					
					1100.00
					1100.00
21530	FA	0001	1/29/90-1	120	43.951 STL
, BRAKE, CIN #37594					
					60000.00
					21987.60
					4502.48
					38012.40

EXHIBIT “A”

(Part 3)

JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG INDUSTRIES		JLG 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DATE	5/15/96	COMPANY	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	MBE	5620	CURRENT PER DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION	PAGE	9
TIME	14:11:15	BOOK	BASIS	ASSET STATUS	REPORT						
LEVEL	0005	JLG INDUSTRIES	IN-SERV	ASSET	REIN	DIPLR	ASSET	BOOK	VALUE		
COMP SRC	QTY	QTY	DTE-OPF	LIFE	MEIN	LIFE	COST(BASIS)				
02	FA 0001	3/03/91-1	60	STL			5765.04		593.26	5765.04	
MACH INSTALL & OTHER											
01	FA 0001	3/31/91-1	60	STL			3120.79		362.22	3120.79	
ABLE EURODRIVE GEAR MOTOR											
FA 0001	1/03/94-1	60	32.000	STL			10030.00	5349.33	1504.51	4680.67	
EQUIPMENT											
FA 0001	1/03/94-1	60	32.000	STL			4975.00	2653.33	746.26	2321.67	
ELD PLASMA CUTTING SYST.											
E 5620	TOTAL						765673.33	141961.42	73022.25	623711.91	
506	FA 0001	1/29/90-1	60	STL			3000.00			3000.00	
9"x16" WITH LADDER											
509	FA 0001	1/29/90-1	100	103.951	STL		90000.00	51992.60	4501.49	38007.40	
FRAME, 1 15-T DB, 1 S-YOB											
515	FA 0001	1/29/90-1	60	STL			1000.00			1000.00	
HOMEMADE 3"x24" CYLINDER											
516	FA 0001	1/29/90-1	60	STL			2300.00			2300.00	
UNIT BUGGON STRATION ENG											
592	FA 0001	9/30/90-1	60	STL			1755.70		20.49	1755.70	
IG CABINET											
603	FA 0001	8/01/92-1	60	15.000	STL		3510.00	877.50	526.50	2632.50	
ATIC TORQUE WRENCH											
1045	FA 0001	7/04/94-1	60	30.000	STL		10545.00	6670.51	1581.75	3866.49	
MACHINES & PUMP											
1046	FA 0001	7/04/94-1	60	30.000	STL		3044.11	1941.12	459.73	1102.99	
JT HORIZONTAL DRILL											
1591B	FA 0001	9/30/90-1	60	STL			1755.69		20.49	1755.69	
IG CABINET											
E 5630	TOTAL						116910.50	61489.73	7126.45	55420.77	
1402	FA 0001	1/29/90-1	60	STL			1500.00			1500.00	
COLLIFT SN202300039											
1524	FA 0001	1/29/90-1	60	STL			1860.00			1860.00	
ESSURE CLEANER, KARCHER											
1561	FA 0001	7/01/90-1	60	STL			4845.50			4845.50	
IG EQUIPMENT											

IOA DATE	5/15/96	COMPANY	I JLG INDUSTRIES	PAGE	10
TIME	14:11:15	BOOK	BASIS ASSET STATUS REPORT		
LESS LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	M&E	5640
SET COMP SRC	IN-SERV	ASSET REM	DEPR	ASSET	
QBR NBR CDE	QTY	QTY	QTY	COST(BASIS)	BOOK
					VALUE
201562	FA 0001	7/01/90-1	60	STL	9257.58
NETE TEST PAD					
201749	FA 0001	5/02/93-1	60	24.000 STL	563.63
50 DR TORQUE WRENCH					
201750	FA 0001	5/02/93-1	60	24.000 STL	765.99
E PREPPER 45-725					
201782	FA 0001	9/05/93-1	60	20.000 STL	1813.94
CHER HDS 890 PRESSURE WASHE					
202021	FA 0001	6/04/95-3	60	49.094 STL	11538.56
0 CELLS					
TYPE	5640	TOTAL			
				38776.15	14682.12
201602	FA 0001	1/21/91-1	60	STL	142655.84
EL BLAST CLEANING MACHINE					
201605	FA 0001	3/03/91-1	60	STL	89674.70
DOWNDRAFT PAINT BOOTH					
201606	FA 0001	3/03/91-1	60	STL	29600.00
IOBLAST A DOWNDRAFT PIT					
201838	FA 0001	4/04/94-1	60	35.000 STL	7125.00
ICK WASH MEZZANINE					
1602 01	FA 0001	3/03/91-1	60	STL	26531.37
AST MACHINE INSTALLATION					
1605 01	FA 0001	3/03/91-1	60	STL	49366.22
WVEYOR SYSTEM - PAINT BOOTH					
1605 02	FA 0001	3/03/91-1	60	STL	12024.30
PAIR & RELOC - PAINT BOOTH					
TYPE	5645	TOTAL			
				356977.43	4156.26
201484	FA 0001	1/29/90-1	60	STL	5000.00
YOTA FORKLIFT SM 10701					
201485	FA 0001	1/29/90-1	60	STL	7400.00
150N FORKLIFT SM545					
201519	FA 0001	1/29/90-1	60	STL	14000.00
ACTOR, J. DEERE, #1489451					
201529	FA 0001	1/29/90-1	60	STL	6300.00
RK TRUCK, CAT.#10700337					
ASSET TO DATE	DEPRECIATION	YEAR TO DATE	DEPRECIATION	CURRENT PER	DEPRECIATION
	9257.58	211.36	287.26	583.05	2073.06
			2115.27	2563.44	
			3196.94	24094.03	
			11647.23	142655.84	
			9228.16	89674.70	
			3046.05	29600.00	
			1068.75	2968.74	
			2730.27	26531.37	
			5080.13	49366.22	
			1237.39	12024.30	
			34037.98	352821.17	
				5000.00	
				7400.00	
				14000.00	
				6300.00	

DATE	TIME	COMPANY	JLG INDUSTRIES	BOOK BASIS ASSET STATUS REPORT	PAGE
SS LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	MHE	5660
T COMP SRC	IN-SERV	ASSET REM	DEPR	ASSET	CURRENT PER
IER NBR CDE QTY DIE-OPT LIFE METH	LIFE	METH		COST(BASIS)	DEPRECIATION
YEAR TO DATE DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION			
12008 FA 0001 4/30/95-3 60 47.943 STL	1590.00	1274.77	238.80	315.23	
ABLE WELDER					
IPE 5660 TOTAL	5090.00	1274.77	238.80	3815.23	
11891 FA 0001 10/30/94-3 60 41.959 STL	16850.00	11783.47	2527.49	5066.53	
TEST PAD-YORK CELL					
IPE 5660 TOTAL	16850.00	11783.47	2527.49	5066.53	
I T TYPE MHE TOTAL	2435417.06	698160.61	196000.46	1737256.45	
01977 FA 0001 10/30/94-3 60 41.959 STL	5296.36	3703.83	794.45	1592.53	
PC-NAT'L HANDLING CS14					
01978 FA 0001 10/30/94-3 60 41.959 STL	569.00	397.92	85.35	171.08	
MS OFFICE PRO V4.3 C614					
01981 FA 0001 10/30/94-3 60 41.959 STL	9040.74	6322.32	1356.12	2718.42	
UPGRADE PHONE SYSTEM CS16					
01990 FA 0001 1/01/95-3 60 44.031 STL	8109.00	5950.60	1216.35	2158.32	
MOVEABLE PLANT OFFICE #562					
02139 FA 0001 4/02/95-3 60 47.022 STL	3622.63	2839.04	543.41	783.59	
5907NM PC W/MONITOR					
02149 FA 0001 4/02/95-3 60 47.022 STL	4303.06	3372.30	645.47	930.76	
5100/NM W/MONITOR					
02155 FA 0001 4/30/95-3 60 47.943 STL	7385.94	5901.67	1107.90	1484.27	
THINKPAD MOBILE KIT					
02240 FA 0001 11/01/95-3 60 54.014 STL	2475.10	2227.36	247.74	247.74	
N RING MAU					
IPE 5201 TOTAL	40801.83	30715.12	5996.79	10086.71	
101714 FA 0001 4/26/92-3 60 11.811 STL	4028.00	792.91	604.20	3235.09	
' MODEL 56 SR23FGH11 PC					
101723 FA 0001 6/28/92-1 60 13.883 STL	8682.86	1978.94	1282.91	6703.92	
MARKET PLOTTER #C1633B					
101724 FA 0001 6/28/92-1 60 13.883 STL	20405.00	4650.58	3014.85	15754.42	
RAW SOFTWARE					
101725 FA 0001 6/28/92-1 60 13.883 STL	17997.70	4101.92	2659.18	13895.78	
RAW INSTALLATION					
101726 FA 0001 6/28/92-1 60 13.883 STL	8511.97	1939.98	1257.66	6571.99	
' MODEL 90 PC 5N 231K12					

DATE 5/15/96 TIME 14:11:15		COMPANY - I JLG INDUSTRIES BOOK BASIS ASSET STATUS REPORT				PAGE 13	
S LEVEL 0005 JLG INDUSTRIES		ASSET TYPE/SUBTYPE OFR# 5203					
I	COMP SAC	IN-SERV	ASSET	REN	DEPR	ASSET	CURRENT PER
(R	MBR CDE	QTY	DTE-OPT	LIFE	LIFE METH	COST(BASIS)	VALUE
1727	FA 0001	6/28/92-1	60	13.003	STL	8511.97	1939.98
MODEL 90 SH23TXD13							1257.66
1728	FA 0001	6/28/92-1	60	13.003	STL	8511.97	1939.98
MODEL 90 PC SH23TX082							1257.66
1729	FA 0001	6/28/92-1	60	13.003	STL	8511.97	1939.98
MODEL 90 SH23TXF00							1257.66
1730	FA 0001	6/28/92-1	60	13.003	STL	12281.99	2799.24
MODEL 90 SERVER SH23TXNHB							1814.67
1731	FA 0001	6/28/92-1	60	13.003	STL	4706.40	1072.65
55 TOKENRING SH23TX2H3							695.30
1732	FA 0001	6/28/92-1	60	13.003	STL	4706.40	1072.65
55 TOKENRING SH23TXFX19							695.30
1738	FA 0001	10/04/92-1	60	17.000	STL	2133.73	604.56
X 486DX33							320.05
1855	FA 0001	10/04/93-1	60	29.000	STL	6470.00	3088.60
466 COMPUTER & EQUIP.							958.53
1856	FA 0001	10/04/93-1	60	29.000	STL	6471.00	3089.09
466 COMP. & RELATED EQUIP							958.68
1857	FA 0001	10/04/93-1	60	29.000	STL	6471.00	3089.09
466 COMP. & RELATED EQUIP							958.68
1858	FA 0001	10/04/93-1	60	29.000	STL	1297.00	626.88
TEK MAU 020AT-5							194.56
1859	FA 0003	10/04/93-1	36	5.000	STL	27518.63	3822.02
J SOFTWARE							6079.67
2032	FA 0001	1/29/95-3	60	44.951	STL	9755.98	7308.97
MINITOR W/MONITORSTWR							1463.40
2033	FA 0001	1/29/95-3	36	20.951	STL	7597.00	4421.19
J CADAM SOFTWARE-YK ENG.							1899.24
2243	FA 0001	11/01/95-3	60	54.014	STL	25094.96	22592.06
JORKSTATION							2502.90
2248	FA 0001	12/04/95-3	60	55.048	STL	4280.61	3927.31
5100/1W PC							353.30
2268	FA 0001	2/01/96-3	36	33.051	STL	16000.00	14670.32
MECHANICA STRUCTURE SFTURE							1329.68
2269	FA 0001	2/01/96-3	36	33.051	STL	17000.00	15587.21
ENGINEERING CAD SOFTWARE							1412.79

DATE 5/15/96 TIME 14:11:15		COMPANY - JLG INDUSTRIES BOOK BASIS ASSET STATUS REPORT				PAGE 15			
S LEVEL 0005		JLG INDUSTRIES				ASSET TYPE/SUBTYPE OFRE 5601			
COMP SRC	IM-SERV	ASSET	DEPR	ASSET	BOOK	CURRENT PER	YEAR TO DATE	ASSET TO DATE	
R MBR CDE QTY DTE-OPT LIFE	DTE-OPT	LIFE	METH	COST(BASIS)	VALUE	DEPRECIATION	DEPRECIATION	DEPRECIATION	
1631 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	3237.24				3237.24	
J 50 #237677164									
1632 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1889.98				1889.98	
J 30 #232739328									
1634 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2550									
1635 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2551									
1636 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2554									
1637 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2553									
1638 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2554									
1639 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW 2555									
1640 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW2556									
1641 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW2557									
1642 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	1768.74				1768.74	
J00 TERMINAL SW2558									
1643 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	706.64				706.64	
J50 TERMINAL SW 799									
1644 FA 0001 7/01/90-1 60	7/01/90-1	60	STL	826.80				826.80	
J000 CONTROLLER #0081824									
1662 FA 0001 8/01/90-1 60	8/01/90-1	60	STL	4552.70				4552.70	
J000 CONTROLLER #0081824									
1667 FA 0001 8/01/90-1 60	8/01/90-1	60	STL	973.65				973.65	
J01670 DISPLAY STATION									
12073 FA 0001 1/29/95-3 60	1/29/95-3	60	44.951 STL	4811.34			721.71	1206.79	
J90/XM PC W/ MONITOR									
12074 FA 0001 1/29/95-3 60	1/29/95-3	60	44.951 STL	10595.10			1589.26	2657.47	
J90/SP SCSI BASE									
12075 FA 0001 1/29/95-3 60	1/29/95-3	60	44.951 STL	1097.27			164.60	275.22	
J0001 HR KIT PC FLATBED									

DATE 5/15/96 TIME 14:11:15		COMPANY - JLG INDUSTRIES BOOK BASIS ASSET STATUS REPORT				PAGE 16			
S LEVEL	0005	JLG INDUSTRIES				ASSET TYPE/SUBTYPE OFRE 5601			
COMP SRC R MBR CDE QTY	IN-SERV DTE-OPT	ASSET LIFE	DEPR METHOD	ASSET COST(BASIS)	BOOK VALUE	CURRENT PER DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION	
798	FA 0001	6/01/87-1	60	STL	6871.00			6871.00	
OASIS PRINTER 11898									
1008	FA 0001	6/01/88-1	60	STL	948.70			948.70	
RT SW 80797									
830	FA 0001	3/03/91-1	60	STL	5988.52			5988.52	
102 PRINTER									
858	FA 0001	3/03/91-1	60	STL	1174.86		120.90	1174.86	
4G DEVICE #90082									
868	FA 0001	3/03/91-1	60	STL	4951.41		509.54	4951.41	
E CONTROLLER #67331									
PE	5601	TOTAL			127091.85	17861.12	4231.64	109230.73	
6268	FA 0001	6/03/90-1	60	STL	1038.29			1038.29	
CRT SW M6170									
PE	5640	TOTAL			1038.29			1038.29	
1684	FA 0001	3/03/91-1	60	STL	5988.51		616.26	5988.51	
102 PRINTER #6730									
2213	FA 0001	7/02/95-3	60	50.014 STL	4654.46	3879.78	698.17	774.68	
5100/XMT PC									
PE	5650	TOTAL			10642.97	3879.78	1314.43	6763.19	
1630	FA 0001	7/01/90-1	60	STL	5540.62			5540.62	
1050 #237685802									
11741	FA 0001	10/04/92-1	60	17.000 STL	6035.72	1710.12	905.36	4325.60	
1028 LASERPRINTER									
16248	FA 0001	6/03/90-1	60	STL	1038.29			1038.29	
CRT SW M6162									
16278	FA 0001	6/03/90-1	60	STL	6360.55			6360.55	
PRINTER 400 CPS SW DY159									
PE	5653	TOTAL			18975.18	1710.12	905.36	17265.06	
01595	FA 0001	1/29/90-1	60	STL	3500.00			3500.00	
ENTRE. TANDON									
01840	FA 0001	9/05/93-1	36	4.000 STL	3430.00	381.10	857.51	3048.90	
ICAN PROD MILLING SOFTWARE									
01846	FA 0001	9/05/93-1	60	28.000 STL	2908.64	1357.35	436.31	1551.29	
433/L PC									

DATE	5/15/96	COMPANY	JLG INDUSTRIES	BOOK BASIS	ASSET STATUS REPORT	PAGE	17	
S LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	DFLE	5680	CURRENT PER DEPRECIATION	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION
COMP SRC	IN-SERV	ASSET	REM	DEPR	ASSET	PER	DEPRECIATION	DEPRECIATION
R MBR CDE QTY DTE-OPT	LIFE	LIFE	WTH	WTH	COST(BASIS)	VALUE		
961 FA 0001 10/30/94-3	60	41.959	STL		3044.60	2129.14	456.69	915.46
D STATION C#491								
962 FA 0001 10/30/94-3	60	41.959	STL		3044.60	2129.14	456.69	915.46
H CAD STATION C#491								
963 FA 0001 10/30/94-3	60	41.959	STL		3044.60	2129.14	456.69	915.46
H CAD STATION C#491								
964 FA 0001 10/30/94-3	60	41.959	STL		3044.60	2129.14	456.69	915.46
H CAD STATION C#491								
965 FA 0001 10/30/94-3	60	41.959	STL		3044.60	2129.14	456.69	915.46
H CAD STATION C#491								
993 FA 0001 1/01/95-3	60	44.031	STL		12372.37	9079.32	1855.83	3293.05
D STATION #615 301993								
015 FA 0001 1/29/95-3	60	44.951	STL		3067.64	2298.20	460.16	769.44
33/L PC -D. MCNILLAN								
085 FA 0001 1/29/95-3	60	44.951	STL		6507.77	4875.49	976.16	1632.28
LL 590/XM PC W/MONITOR								
106 FA 0002 3/05/95-3	60	46.102	STL		3720.84	2858.94	558.12	861.90
CAN 21FS MONITOR (2)								
134 FA 0001 4/02/95-3	60	47.022	STL		3911.03	3065.07	586.66	845.96
D-L MEMORY & HD SPACE								
166 FA 0001 4/30/95-3	60	47.943	STL		4211.79	3365.40	631.77	846.39
100/XM PC								
177 FA 0001 4/30/95-3	60	47.943	STL		5904.38	4683.56	883.31	1220.82
RKSTATION								
178 FA 0001 4/30/95-3	60	47.943	STL		6076.82	4855.64	911.52	1221.18
SERVER UPGRADE								
189 FA 0001 6/04/95-3	60	49.094	STL		4905.14	4013.50	735.76	891.64
90/XM PC								
214 FA 0001 7/02/95-3	60	50.014	STL		4654.49	3879.81	698.17	774.68
100/XMT PC								
E 5680 TOTAL					80393.91	55359.08	11874.73	25034.83
TYPE OFLE TOTAL					526012.01	224318.02	60496.31	301693.99
LEVEL 0005 TOTAL					4498173.18	2094438.07	321317.10	2403735.11
Y I TOTAL					4498173.18	2094438.07	321317.10	2403735.11

COMPANY - 7 EQUIPMENT SERVICES										PAGE	1		
BOOK BASIS ASSET STATUS REPORT													
OA DATE	5/15/96												
TIME	9:10:03												
ESS LEVEL	0005	JLG INDUSTRIES											
ET COMP SRC	IN-SERV	ASSET	REN	DEPR	ASSET	BOOK	CURRENT PER	YEAR TO DATE	ASSET TO DATE				
BER MBR CDE QTY	DIE-OPT	LIFE	LIFE	METH	COST(BASIS)	VALUE	DEPRECIATION	DEPRECIATION	DEPRECIATION				
01716	FA 0001	4/26/92-3	60	11.811	STL	4028.00	792.91	604.20	3235.09				
MODEL 56 5N23FEC08 PC													
01718	FA 0001	5/31/92-3	60	12.962	STL	1378.00	297.68	206.71	1080.32				
60X SPIRIT 61 P.C.													
01902	FA 0001	6/06/94-1	60	37.000	STL	3687.50	2273.95	553.14	1413.55				
4100/MHV PC													
02175	FA 0001	4/30/95-3	60	47.943	STL	3407.48	2722.73	511.11	684.75				
590/XM PC													
02215	FA 0001	7/02/95-3	60	50.014	STL	4654.49	3879.81	698.17	774.68				
5100/XMT PC													
TYPE	5253	TOTAL											
					17155.47	9967.08	2573.33	7188.39	1875.00				
301586	FA 0001	1/29/90-1	60		STL	1875.00			7975.00				
CAMERA - PANASONIC													
301597	FA 0001	1/29/90-1	60		STL	7975.00			12555.17				
C OFFICE FURNITURE													
016208	FA 0001	6/03/90-1	60		STL	12555.17			1038.29				
4-12 00T BAND PRINTER													
016238	FA 0001	6/03/90-1	60		STL	1038.29			23443.46				
6 CRT 5M M493													
TYPE	5258	TOTAL											
					23443.46	2722.73	511.11	684.75	693.10				
302176	FA 0001	4/30/95-3	60	47.943	STL	3407.48			115.00				
L 590/XM PC													
302224	FA 0001	9/04/95-3	60	52.053	STL	5079.52	4386.42		115.00				
ROFICHE READER/PRINTER													
302284	FA 0001	3/05/96-3	60	58.040	STL	3521.53	3406.53		115.00				
L 5133/GXM S/M 67HMB													
302285	FA 0001	3/05/96-3	60	58.040	STL	3521.53	3406.53		115.00				
L 5133/GXM S/M 67HMG													
302286	FA 0001	3/05/96-3	60	58.040	STL	3521.52	3406.52		115.00				
L 5133/GXM S/M 67HML													
TYPE	5692	TOTAL											
					19051.58	17328.73	1549.21	1722.85	32354.70				
TYPE	OFBE	TOTAL											
					59650.51	27295.81	4122.54	32354.70	32354.70				
IC LEVEL	0005	TOTAL											
					59650.51	27295.81	4122.54	32354.70	32354.70				

DATE 5/15/96
TIME 9:10:03
COMPANY 7 EQUIPMENT SERVICES
BOOK BASIS ASSET STATUS REPORT
PAGE 2

SS LEVEL	0005	JLG INDUSTRIES	ASSET TYPE/SUBTYPE	OTAE	5692	YEAR TO DATE DEPRECIATION	ASSET TO DATE DEPRECIATION
1	COMP SRC	IM-SERV	ASSET	DEPR	BOOK VALUE	CURRENT PER DEPRECIATION	
1	MR CDE	QTY	DIE-OPT	LIFE	LIFE METH	COST(BASIS)	
1	7	TOTAL					

*** REPORT COMPLETED *****

Company 1 Total

4,498,173.18	2,094,438.07	321,317.10	2403,735.11
4,557,823.69	2,121,733.88	325,439.64	2,436,089.81

Total

JLG Industries, Inc.
Materials-handling Division Assets
April 30, 1996

Assets conveying to MHD, on Lift Division books:

<u>Asset #</u>	<u>Description</u>	<u>Book Value</u>
301756	IBM PS/2 56SLC S/N 23-FGX70	992
201640	CM2558 Proto #1 S/N 5803	1,454
301433	NEC Multispeed HD S/N 7Y01215HA	<u>0</u>
	Total	<u><u>\$2,446</u></u>

SCHEDULE 1.01(p)

Excluded Assets

1. Cash in excess of \$750,000.
2. The computer and computer related equipment listed on the attached schedule dated January 27, 1996 and labeled Schedule 1.01(p) - Attachments A.
3. Employee Benefit Plans identified in Schedule 3.22.
4. Insurance Policies identified in Schedule 3.15, item A.
5. The name JLG Industries, Inc. and any trade names and trademarks of Seller not expressly set forth in Schedule 3.12. (See Section 5.10).
6. Other Prepaids as reflected on the Current and Closing Financial Statements.
7. Accounts Receivable, which as of the Closing Date have not been paid within 120 days of the invoice date, together with the applicable reserve.
8. All software which execute on the McConnellsburg based AS/400 system.
McConnellsburg based server software AS/400 emulation licenses, such as Rumba and Elite products.
9. Cray TIE-12AC Multiplexor.

Schedule 1.01(p) - Attachment A

JLG Industries, Inc.
Materials-handling Division Assets
April 30, 1996

Assets on MHD's books, not conveying (unless AS/400 solution is installed within 6 months):

<u>Asset #</u>	<u>Description</u>	<u>Book Value</u>
301408B	IBM 3196 Workstation S/N 88-BD797	0
301678	IBM 3476 Workstation S/N 88-G7087	0
301623B	IBM 3476 Workstation S/N 88-M4493	0
301626B	IBM 3476 Workstation S/N 88-M6170	0
301684	IBM 4224 - 102 IPDS Printer S/N 11-GV738	0
301627B	IBM 4224 - 102 IPDS Printer S/N 11-DY159	0
301683B	IBM 4224 - 102 IPDS Printer S/N 11-GA188	0
301620B	IBM 4234 - 012 IPDS Printer S/N 41-D2274	0
301741	IBM 4028 - AS1 Laser Printer S/N 01-A4329	1,710
301472	IBM 5394 - O1B Remote Wkstn Controller S/N 23-59746	0
301686B	IBM 5394 - O1B Remote Wkstn Controller S/N 23-67331	0
301662	IBM 5394 - O1B Remote Wkstn Controller S/N 23-59745	0
301685B	MTS354 Modem Sharing Device S/N 9008	0
	Total	<u>\$1,710</u>

SCHEDULE 1.01(q)

Financial Statements

Attached and labeled as Schedule 1.01(q) - Attachment A are the Financial Statements.

Material Handling Division
 Unaudited Pro Forma Balance Sheets
 As of July 31,
 (in thousands of dollars)

	1995	1994	1993
<u>ASSETS</u>			
Current assets			
Accounts receivable	\$3,003	\$2,602	\$2,207
Inventories	7,180	6,898	4,964
Other prepaids	51	54	21
Total current assets	10,234	9,554	7,192
Property, plant & equipment			
Land & improvements	339	317	317
Buildings & improvements	1,101	834	828
Machinery & equipment	2,624	2,365	2,191
Total	4,064	3,516	3,336
Less allow for depreciation	(2,135)	(1,699)	(1,270)
Net property, plant & equipment	1,929	1,817	2,066
Total Assets	\$12,163	\$11,371	\$9,258
<u>LIABILITIES & DIVISIONAL INVESTMENT</u>			
Warranty	301	202	155
Product liability	655	808	1,109
Divisional Investment	11,207	10,361	7,994
Total Liabilities and Divisional Investment	\$12,163	\$11,371	\$9,258

See the accompanying notes to these unaudited pro forma balance sheets.

Accounts Receivable

For 1994 and 1995, the books and records of the Division included an allocation of the Company's total accounts receivable based on the Material Handling Division's sales to total Company sales. In 1993, the books and records of the Division did not include any allocation for accounts receivable. For this pro forma balance sheet presentation prior to 1995, accounts receivable includes specific machines and service parts billings for all Material Handling Division customers, except those common to both the Material Handling and Lift Divisions. Also included is an estimate of machine billings for common customers. Service parts billings for common customers could not be determined, therefore no such amounts are included in accounts receivable. In 1995, accounts receivable includes machine and service parts billings for all Material Handling Division customers, except for service parts billings relating to customers common to both Divisions. Service parts billings relating to common customers could not be determined, therefore no amounts are included in accounts receivable.

Allowance for Doubtful Accounts

In 1993, no allowance for doubtful accounts was reflected on the books and records of the Division. For 1994 and 1995, the books and records of the Division included an allocation of the Company's total allowance for doubtful accounts based on the Division's sales to total Company sales. For these pro forma balance sheets, no allowance for doubtful accounts have been provided.

Inventories

Inventories are stated at cost using the FIFO method. A LIFO reserve included on the books and records of the Material Handling Division has been excluded from these pro forma balance sheets.

Other Prepaids

Includes prepaid property taxes, promotional items, and security deposits.

Property, Plant & Equipment

Property, plant and equipment is stated at cost, net of accumulated depreciation. Depreciation is computed using the straight-line method, based on useful lives of 15 years for land improvements, 10 to 20 years for buildings and improvements, and 3 to 10 years for machinery and equipment. The pro forma balance sheets for fiscal years 1993 through 1995 include small adjustments for office equipment physically located at the Material Handling Division but erroneously included as assets of the Lift Division.

Other Assets

In 1993, the books and records of the Division included a \$38 investment in USTC of Indiana, a discontinued operation, and therefore has been excluded from these pro forma balance sheets. The pro forma balance sheets also exclude certain miscellaneous clearing accounts included on the books and records of the Division.

Liabilities and Accrued Expenses

The books and records of the Division included miscellaneous other accrued expenses which erroneously relate to the Lift Division, therefore they were excluded from these pro forma balance sheets. —

Warranty

The warranty accrual was calculated based on the historical claims experience of the Division, as well as other subjective criteria.

Material Handling Division
 Unaudited Pro Forma Income Statements
 Fiscal Years Ended July 31,
 (in thousands of dollars)

	1995	%	1994	%	1993	%
Revenues:						
Boom truck cranes	\$12,462	55.7	\$9,742	53.2	\$5,584	44.2
Unloaders	6,079	27.2	5,552	30.3	4,372	34.6
Service parts	3,808	17.0	2,964	16.2	2,491	19.7
Other	34	0.2	51	0.3	181	1.4
	<u>22,383</u>	<u>100.0</u>	<u>18,309</u>	<u>100.0</u>	<u>12,628</u>	<u>100.0</u>
Cost of sales:						
Boom truck cranes						
Material	5,081		4,188		2,477	
Labor	1,019		875		487	
Overhead	<u>3,198</u>		<u>2,954</u>		<u>1,614</u>	
	<u>9,298</u>		<u>8,017</u>		<u>4,578</u>	
Unloaders						
Material	2,504		2,262		1,748	
Labor	474		475		367	
Overhead	<u>1,440</u>		<u>1,624</u>		<u>1,255</u>	
	<u>4,418</u>		<u>4,361</u>		<u>3,370</u>	
Service parts						
Material	1,262		1,042		979	
Labor	134		102		86	
Overhead	<u>409</u>		<u>349</u>		<u>287</u>	
	<u>1,805</u>		<u>1,493</u>		<u>1,352</u>	
Other						
Material			10		150	
Labor			5		8	
Overhead			<u>11</u>		<u>20</u>	
			<u>26</u>		<u>178</u>	
Total cost of sales						
Material	8,847		7,502		5,354	
Labor	1,627		1,457		948	
Overhead	<u>5,047</u>		<u>4,938</u>		<u>3,176</u>	
	<u>15,521</u>		<u>13,897</u>		<u>9,478</u>	
Gross Margin:						
Boom truck cranes	3,164	25.4	1,725	17.7	1,006	18.0
Unloaders	1,661	27.3	1,191	21.5	1,002	22.9
Service parts	2,003	52.6	1,471	49.6	1,139	45.7
Other	34	100.0	25	49.0	3	1.7
Subtotal before production variances	<u>6,862</u>	<u>30.7</u>	<u>4,412</u>	<u>24.1</u>	<u>3,150</u>	<u>24.9</u>
Production variances	<u>110</u>		<u>(604)</u>		<u>453</u>	
	<u>6,752</u>	<u>30.2</u>	<u>5,016</u>	<u>27.4</u>	<u>2,697</u>	<u>21.4</u>
Other cost of sales:						
Inventory reserves	142		208		168	
Freight-in	252		187		121	
Warranty & field service	1,178		854		478	
Product liability	59		145		77	
Other	<u>41</u>		<u>2</u>		<u>(1)</u>	
	<u>1,672</u>	<u>7.5</u>	<u>1,396</u>	<u>7.6</u>	<u>843</u>	<u>6.7</u>
Gross profit	<u>5,080</u>	<u>22.7</u>	<u>3,620</u>	<u>19.8</u>	<u>1,854</u>	<u>14.7</u>
Selling, general & administrative expenses:						
Selling	1,103		1,095		1,019	
General & administrative	573		412		356	
Product development	<u>1,221</u>		<u>1,022</u>		<u>787</u>	
	<u>2,897</u>	<u>12.9</u>	<u>2,529</u>	<u>13.8</u>	<u>2,162</u>	<u>17.1</u>

A
B

C

A) Product liability expense was arbitrarily allocated to the books and records of the Division. For these pro forma income statements, product liability expense is determined based on cash paid during the period as well as provisions for outstanding cases, all relating to claims and incidents incurred during the period.

B) The books and records of the Division included a LIFO accrual for unloader products. Since inventories for balance sheet purposes are presented on a FIFO basis, this provision was excluded from this pro forma income statement.

C) The books and records of the Division do not reflect a bad debt expense. These pro forma income statements reflect actual bad debt experience incurred during the relevant years.

SCHEDULE 1.01(t)

Inventory

Attached and labeled as Schedule 1.01(t) - Attachment A an Inventory Summary as of April 30, 1996.

Material Handling Division
Inventory Summary
April 30, 1996
(in thousands)

	Cranes McCbg	Cranes York	Unloaders	Total
Machines		43		43
- In Process		560	513	1,073
- Consignment				
Truck Chassis		608		608
Fabricated Parts - In Process		122	89	211
Stock Parts				
- Raw Material & Purchased Parts	169	1,801	1,360	3,330
- Fabricated Parts		865	653	1,518
	169	3,999	2,615	6,783
Production Variances				107
Inventory Valuation Reserves				(290)
				<u>6,600</u>

SCHEDULE 1.01(u)

Liabilities

1. All warranty liabilities and obligations for products sold by the Division.
2. All liabilities and obligations reflected on the financial statements for the Division.
3. All liabilities and obligations arising from or relating to the Contracts identified in Schedule 1.01(k).
4. Liabilities and obligations to employees of the Division, including those arising from or relating to the Employee Benefit Plans identified in Schedule 3.22.
5. Liabilities and obligations arising from or relating to the Environmental Matters identified in Schedule 3.25.
6. All liabilities and obligations arising from or related to any product retrofit, recall and other programs of a similar nature, including Field Service Bulletins, Field Service Changes, and letter campaigns.
7. Liabilities and obligations arising from accidents or incidents relating to the design, manufacture, assembly, sale, distribution or service of i) unloaders, boom truck cranes, including those cranes being the models specifically identified in Schedule 6.03 and parts therefore which were manufactured and/or sold by either by Seller, U.S. Truck Cranes, Inc. or USTC Indiana, Inc. or which are specified in the Stipulated Settlement Agreement (item 1, Schedule 1.01(k)), and ii) any unloader or crane product manufactured and sold by Hiab Cranes and Loaders, Inc. (now known as Cargotec, Inc.) Dico Company, Inc., Dyneer Corporation, York Stone, Greater Iowa Corporation, Beloit Corporation Elberfeld Manufacturing Company, Inc. and any other company which manufactured and sold a product related to Seller's Business, as and to the extent only that Seller is alleged to have liability for the same.
8. Liabilities and obligations for workers compensation claims.

SCHEDULE 1.01(x)

Permits

1. Permit for Installation of Sewage Disposal System Dated 9/8/95 (Application L 49442).
2. Permit for Source & Air Cleaning Device: Eight Wheel Rotoblast Machine dated July 1, 1993 and Permit No. 67-323-026.
3. Storage Tank Certificate, No. 223284.
4. General Permit For Discharges of Storm Water From Industrial Activities, NPDES Permit No. PAR 113539.
5. Acknowledgment of Notification of Hazardous Waste Activity, EPA I.D. Number PAD 031395346.
6. Four (4) Occupancy Permits, Commonwealth of Pennsylvania, Department of Labor and Industry.
7. Pennsylvania Department of Transportation - Vehicle Dealers License.
8. Federal excise tax permit.
9. Pennsylvania sales and use tax license.
10. Pennsylvania unemployment tax registration.
11. Federal I.D. number.
12. Pennsylvania registration for payroll taxes.

Copies of items 1, 2, 3, 4, 5, and 6 has been provided to Purchaser.
None of the Permits are transferable.

SCHEDULE 1.01(y)
CALCULATION OF PURCHASE PRICE

Purchase Price Calculation Based on 4/30/96 Balance Sheet:

Assets to be purchased	12,948,542
Less included liabilities	<u>1,941,310</u>
Net assets per balance sheet	11,007,232

Less other adjustments:

Inventory costs in excess of NRV

at 1/31/96 per Annex 1.01(l) 472,200

Book reserves at 4/30/96 289,858

(182,342)

Warranty provisions at 1/31/96

per Annex 1.01(l)

- General 94,500

- Structural 40,500

- Specific issues 132,942

- Letter campaign 15,569

283,511

Book reserve at 4/30/96 286,966

3,455

Accounts receivable in excess of 120 days,

net of related allowance for doubtful

account

(154,936)

Excluded other prepaids

(16,966)

Adjusted net asset value

10,656,443

Premium

554,000

11,210,443

Cash to be deposited in purchaser's account at closing

750,000

Cash to be paid to seller at closing

11,960,443

SCHEDULE 1.01(z)

Real Property

ALL that certain property situate, lying and being in Jackson Township, York County, Pennsylvania, bounded, limited and described as follows, to wit:

BEGINNING at a point formed by the intersection of the centerline of Township Road No. 482 and the centerline of the sixty (60) foot wide right of way of the Western Maryland Railway Co.; and running thence along the centerline of the sixty (60) foot wide right of way of the Western Maryland Railway Co. N 83 degrees 44 minutes 00 seconds East 1122.43 feet to a point at lands now or formerly of Charles H. Klingensmith; and running thence along said last mentioned lands South 12 degrees 03 minutes 00 seconds East 303.83 feet to a point; and running thence along same South 26 degrees 38 minutes 00 seconds West 506.57 feet to a point; and running thence by a newly made dividing line along lands of Medusa Portland Cement Co. due west 952.06 feet to a point in the centerline of Township Road No. 482; and running thence along the centerline of Township Road No. 482 due north 627.43 feet to a point on the centerline of the sixty (60) foot wide right of way of the Western Maryland Railway Co. and the place of BEGINNING. Containing 17.3353 acres. Being the same premises which the York County Industrial Development Authority by its Deed dated July 21, 1993 and recorded in the Office of the Recorder of Deeds and for York County, Pennsylvania in Record Book 0720, Page 0966, granted and conveyed unto JLG Industries, Inc.

SCHEDULE 1.01(aa)

Required Consents

None

SCHEDULE 1.01(cc)

Vehicles

1987 Chevrolet Truck, s/n 1GCDR14H9HF310881

1987 Plymouth Sedan, s/n 1P3BJ46K7HC226259

Ford Trucks in the Division's Inventory for which Manufacturers Statement of origin may or may not have been received.

1984 Western-Star, s/n 2WKPDCJG8EK909904

1987 Autocar, s/n 1WBUCCE1HU303781

1985 Hobbs, s/n 1H5PO4528FN001208 (Title held by seller by reason of warranty dispute with the Division)

SCHEDULE 2.06

Preliminary Allocation of Purchase Price

Price = Net Asset Value Plus \$554,000 Plus \$750,000

Price = \$10,656,443 Plus \$554,000 Plus \$750,000

Price = \$11,960,443

Asset / Liability Values

Cash	750,000
Accounts Receivable	4,054,000
Inventories	6,600,000
Prepaid Assets	0
Machinery & Equipment	935,000
Land & Improvements	355,000
Building & Improvements	1,037,400
Intangible Assets (Excl. Noncompete Agreement)	250,000
Covenant Not To Compete	100,000
Extra Inventory Reserve	(182,000)
Accounts Payable	(1,655,000)
Warranty Reserve	<u>(284,000)</u>

Price Paid 11,960,400

SCHEDULE 3.01

Foreign Qualifications

1. Jurisdiction in which Seller owns or leases real property used solely or exclusively by the Division:

Pennsylvania
2. Jurisdiction in which Seller employs personnel on behalf of the Division:

Pennsylvania. Regional managers employed by the Division reside in Utah, Pennsylvania, Georgia, Arizona and Oregon
3. Certificate of Incorporation of Seller (Attached)
4. Bylaws of Seller (Attached)

SCHEDULE 3.05

Liens

Liens, based on lien searches dated January 12, 1996 (York County) and January 29, 1996 (Secretary of the Commonwealth, Pennsylvania), are to Department of Commerce (MELF) and Ford Motor Credit Company. Copies of said lien searches have been provided to Purchaser.

SCHEDULE 3.08

Inventory

Division's Inventory and Assets are located at:

- York, Pennsylvania
- McConnellsburg, Pennsylvania
- on consignment
- with the Division's regional managers
- various locations for tooling, jigs and fixtures in possession of vendors and for work in process in possession of subcontractors
- various locations for display and/or show purposes

SCHEDULE 3.09

Contracts and Purchase Orders

1. Contracts identified in Schedule 1.01(k) and invoices and sales orders for Division products and parts and purchase orders by the Division in the ordinary course of business.
2. To extent that reserves have been established for such as reflected in the Current Financial Statements and except for certain discontinued and certain R&D/prototype units, as reflected in the Inventory valuation included in the Schedules.
3. As to (d)(iii) Joint purchasing arrangements with Seller and parts and components sourced by the Division from the Seller. Termination of the service, maintenance and support of the Division's computers and computer related equipment under the Seller's contracts for such service, maintenance and support. Termination of Ford Motor Credit Company Agreement.

SCHEDULE 3.12

Intellectual Property

Patents

Exhibit	Case No.	Title	Country	Registration/ Application No.	Issue Date	Expiration Date
A*	113	Channel & Plate Telescopic Crane Boom	Italy	1059156	4/15/76	
B*	123	Telescopic Boom Construction	U.S. Canada	4,406,375 1,182,076	9/27/83 2/5/85	9/27/00 2/5/02
C*	125	Boom Limit Safety Control System (with Back-Up System)	Canada S. Africa	1,201,793 81/3798	3/11/86 6/30/82	3/11/03 6/8/01
D*	201	Truck Mounted Crane and Method of Constructing Same	U.S. Canada	4,194,639 1,096,818	3/25/80 3/3/81	5/12/97 3/3/98
E*	202	Design for Truck Mounted Crane	U.S.	251,239	3/6/79	5/12/97
F*	203	Design for Crane Upper Works	U.S. Benelux	251,242 0376802	3/6/79 6/14/78	5/12/97
G*	205	Outrigger Beam and Jack Construction	U.S. Canada	4151786 1,078,810	5/1/79 6/3/80	5/12/97 6/3/97
H*	206A	Industrial Crane	U.S. Canada	4216869 1,117,075	8/12/80 1/26/82	9/21/97 1/26/99
I*	206B	Industrial Crane Housing Configuration	Canada	1,151,601	8/9/83	8/9/00
J	701	Crane Having Boom Rest	U.S. Canada	5,402,898 1382649	4/4/95	7/21/12
K	701 Div 1	Swing Away Hoist Mount	U.S.	08/326,920		
L*		Remote Control Apparatus for a Machine Such as a Crane	U.S.	4508014	4/2/85	4/2/02
M*		Rolling Base for Truck Crane	U.S.	4599032	7/8/86	7/8/03

Trademarks

Exhibit	Title	Country	Registration/ Application No.	Issue Date	Expiration Date
N*	Jiffy-Lift Eagle	U.S.	1,301,274	10/23/84	10/23/04
O*	Shock Guard	U.S.	1,366,472	10/22/85	10/22/05
P*	Side-o-Matic	U.S.	1,261,485	12/20/83	12/20/03
Q	Tail-Gator	U.S.			
R	Taxi-King	U.S.			
S*	Versa-Tel	U.S.	938/074	7/18/72	7/18/02
	Panoview	U.S.	1,114,391	3/6/79	3/6/99
		Canada	254,790	1/16/81	1/16/11
		Japan	78418		
		Switzerland	306,484		
		Venezuela	101.800-F	4/6/83	4/6/98
		Venezuela	101.799-F	4/6/83	4/6/98

*Held by Fulton International, Inc.

As of 3/5/96

Copies of each of these registrations or applications have been provided to Purchaser. The files for these are available for inspection by Purchaser at Seller's McConnellsburg, Pennsylvania headquarters.

Pursuant to the terms of its Distributor Sales and Service Agreements, Seller licenses to its distributors the right to use Seller's Trademarks.

Agreement dated May 1, 1979 by and between Frank Spallute, Paul Baldassarre and Garden State Engine and Equipment Co., Inc.

SCHEDULE 3.13

Litigation and Pending Proceedings

1. The matters identified in Schedule 1.01(u) Liabilities, Schedule 3.15 Insurance and Schedule 3.25 Environmental Matters.
2. JLG Industries, Inc. v. United Truck Rental & Equipment Leasing, Inc., which is pending in the U. S. District Court for the District of Hawaii.

SCHEDULE 3.15

Insurance

A. Insurance Policies

TYPE	INSURER	LIMITS
Business Auto/Trucks	Royal Insurance Company of America	\$1,000,000
General Liability	Royal Insurance Company of America	\$10,000,000
Workers' Compensation & Employer's Liability	Royal Insurance Company of America	Statutory/ \$1,000,000
Foreign Liability	Great Northern Insurance Company	\$1,000,000
Umbrella Liability	Federal Insurance Company	\$4,000,000
Excess Liability	Zurich RE(UK) Ltd	\$10,000,000
Excess Liability	Chubb Atlantic Indemnity Ltd.	\$10,000,000
Property/Business Interruption	Protection Mutual Insurance Company	All risk
Ocean Marine & Transit	INA	\$1,000,000/ \$250,000
Fiduciary Liability	Federal Insurance Company	\$10,000,000
Crime Coverage	Federal Insurance Company	\$3,000,000
Directors & Officers Liability	Old Republic Insurance Company	\$10,000,000
Directors & Officers Liability	Federal Insurance Company	\$5,000,000
Travel Accident	Federal Insurance Company	\$250,000/ \$1,250,000

(POLICY TERM: August 1, 1995-July 31, 1996)

- B. Workers Compensation Claims. PMA Group loss runs as of November 2, 1995 for the policy years 90-91, 91-92, 92-93, 93-94 and 94-95 and Royal Insurance Company claim listing as of March 8, 1996 for the policy year 95-96 having been provided to Purchaser. In addition thereto, there would be claims and incidents occurring since said dates.

- C. Attached and labeled Schedule 3.15 - Attachment A is a listing dated as of March 15, 1996 of all accidents, claims and lawsuits against Seller and/or involving the Seller's boom truck crane and unloader product lines, which have an occurrence date after January, 1990 and which were reported to Seller after January, 1990, excluding however those cranes being the models specifically identified in Schedule 6.05. Attachment A includes all accidents, claims and lawsuits against Seller and involving the products listed in paragraph 1 of the Stipulated Settlement Agreement item 1 of Schedule 1.01(k), which have an occurrence date after January, 1990 and which were reported to Seller after January, 1990.

SCHEDULE 3.15- ATTACHMENT A

DATE	NAME	MODEL	SERIAL NO	STATE	AAA	HAIR	NO POIR	CLAIM NO	FY	NI	OR
2/5/90	HYDRO CONDUIT CORP.	M-21	7	TX	3/5/90	X				A	R
3/23/90	SMITH, WILLIAM	1218BT	0408901863	CA					89-90	L	R
4/24/90	BAKER, WARREN	1230BT	0408901677	NC		3/7/90				A	R
5/10/90	SMITH, JAMES	m-21	7G00556	PA	6/6/90	X				A	R
5/18/90	SEAY, JAMES L.	M21-8	3-2378	TN	7/10/90	X				A	R
5/30/90	HALVERSON, GREGORY D.	SIDE-O-MATIC	8B0124	ME	7/10/90	X				A	R
7/9/90	SCRANTON CRAFTSMEN	110-35	8A0058	PA					91-92	L	R
7/12/90	WAELENS, DANA	B4520	7F0081	MI					91-92	L	R
7/24/90	RICHBOURG SALES	800BT	0408600752	SC					89-90	L	R
8/18/90	MAJOR, RANDY W.	110-35	9D0090	IN					90-91	L	R
8/22/90	ANDERSON, CHUCK	TE7035	8D0130	MI					90-91	L	R
10/7/90	MCCOY, TONY (MD CASUALTY CO.)	1700BT	0408801211	GA					90-91	L	R
10/7/90	MD CASUALTY CO. (MCCOY, TONY)	1700BT	0408801211	GA					90-91	L	R
10/11/90	ROSA v. FLA POWER & LIGHT	60-21	8666	FL	NO	NO			N/A	A	R
11/7/90	MATTES ELECTRIC	800BT	0408400347	DE	7/12/91	?	?	?	N/A	A	R
12/1/90	ALICE ROOFING & SHEET	1218BT	0408801217	TX	12/20/91	?			N/A	A	R
2/6/91	SZATHIMARY SUPPLY CO.	146KTS	?	NJ	5/2/91	NO			N/A	A	O
2/19/91	PFEIFFER, CHRIS	60-26	8L0165	PA	4/3/91	4/3/91		339 L 30071	90-91	L	O
3/23/91	DIAS (MIDDLESEX INS. CO.)	300-25	8G0155	MA	5/2/91	5/2/91		326 L 63741	90-91	L	O
4/12/91	MILLER, FRED P.	M21	810016E	TX					91-92	L	R
4/17/91	JACKSON, LONNIE	DICO TR4025	7D0119	KY	7/12/91	NO			N/A	A	O
5/9/91	ROTHROCK, CHARLES	M21JEFFY	9277	PA					91-93	L	R
7/1/91	STAR RENTALS (NO INJURY)	1000BT	0409002060	WA	7/31/91	NO			N/A	A	O
7/1/91	SZAFRANSKI, ROBERT	60-21TR	7G0123Y	FL					91-92	L	R
8/12/91	COTE/ST. GEAN	1500BT	0408600813	MA	9/5/91	9/5/91		?	91-92	A	O
8/16/91	EWING, JOE	M21-8	0800000007	IL	9/5/91	9/5/91			91-92	A	O
8/17/91	BROYLES v. HOLSTON ELECT.	DICO	?	TN	N/A	N/A	X	N/A	N/A	L	O
8/18/91	FERRARA, GEORGE	800BT	0408901620	CA	12/10/91	12/10/91		?	91-92	A	O
9/9/91	WARWICK INS. CO.	-	-	NJ					91-92	L	R
9/12/91	REED, ROGER J.	1250BT	0409002010	PA					91-92	L	R
9/24/91	ERBY, JAMES	DICO B4520	610388	MO	11/2/91	NO			N/A	A	O

SCHEDULE 3.15- ATTACHMENT A

DATE	NAME	MODEL	SERIAL NO	STATE	A&A	HART	NO POIR	CLAIM NO	FF	AN	O/R
11/7/91	BULLOCK, DONNIE	1250BT	0408901577	FL	1/14/92	1/14/92		627 L 26552	91-92	L	O
11/21/91	FORD, STEVEN	1250BT	0409001831	IL	1/14/92	1/14/92		634 L 21547	91-92	A	O
11/23/91	REDDY/SANTMYER	1000BT	0409002113	MD	3/17/92	NO			N/A	A	O
12/9/91	BONNER, FLOYD W.	DICO	?	MA	TDS	TDS		721 L 96624	94-95	L	O
1/29/92	LISTAL ERECTION CORP.	1500BT	0408701045	MN	2/12/92	NO			N/A	A	O
2/15/92	BETHLEHEM STEEL	800BT	0408700993	IN	4/9/92	NO			N/A	A	O
3/8/92	KELLY, MELVIN	1700BT	0408801181	VA	4/9/92	4/9/92		?	91-92	A	O
3/9/92	AMERICAN EQUIPMENT CO.	1000BT	0409002037	OH	4/9/92	NO			N/A	A	O
3/25/92	HOGAN, LEE	1400BT	0408901553	WA	4/9/92	NO			N/A	A	O
4/15/92	PENDER, BILL	3018	?	IA	7/30/92	7/30/92			91-92	A	O
4/17/92	DIETCH, DAN	40-21	650329	IA	7/30/92	7/30/92			91-92	A	O
5/5/92	McCRACKEN, RICHARD	45-17	3140	MO	7/30/92	7/30/92			91-92	A	O
5/19/92	DORMIRE v. DETROIT EDISON	DICO	7H0042Y	MI	N/A	N/A	X	N/A	N/A	L	O
7/9/92	CMI	1700ABT	0400002344	IN	NO	NO			N/A	A	O
7/23/92	AMERICON	1000BT	?	MN	8/26/93	8/26/93	X		N/A	A	O
8/6/92	MILZ, MICHAEL	M-26	0800000217	OH	11/9/92	NO			N/A	A	O
9/1/92	ROBERT R. OLDHAM, INC.	PC16E		IL	TDS	TDS		661 L 2636	94-95	L	O
9/25/92	HARDY, WARREN	UNLOADER	?	CANADA	1/14/93	NO			N/A	A	O
9/29/92	PAIKIN EQUIPMENT	1250BT	0408701038	NJ	NO	NO			N/A	A	O
10/7/92	SYRACUSE LADDER & SCAFF.	1500BT	0408901547	NV	1/14/93	8/26/93		?	92-93	A	O
11/5/92	HIESELL, RODNEY	1400BT	0408901656	NV	NO	NO			N/A	A	O
11/14/92	INQUIPCO	1250BT	0408901637	CA	NO	NO			N/A	A	O
11/14/92	MCLELLAND, RAY	1700BT	0408901595	WA	NO	NO			N/A	A	O
11/16/92	STAR RENTALS	1000BT	0400002479	MO	3/72/93	NO			N/A	A	O
1/13/93	HOXWORTH, KEVIN	M21-8	8100353	FL	7/29/93	NO			N/A	A	O
4/15/93	HERTZ EQUIPMENT RENTAL	1250BT	0408901515	MA	7/29/93	NO			N/A	A	O
5/27/93	CIANBRO CORPORATION	1250BT	0408901349	FL	7/29/93	NO			N/A	A	O
6/8/93	LOWES OF MAITLAND	146KTS	81100846	OH	7/29/93	NO			N/A	A	O
7/12/93	HERTZ EQUIPMENT RENTAL	800BT	0408901477	OH	7/29/93	NO			N/A	A	O
8/12/93	DEARE, MARTIN	800BT	0408701015	OH	10/12/93	NO			N/A	A	O
8/18/93	ATLANTIC CRANE	1218BT	0408901824	NJ	12/17/93	12/17/93		667 L 61432	93-94	A	O

SCHEDULE 3.15 - ATTACHMENT A

DATE	NAME	MODEL	SERIAL NO.	STATE	AAA	HART	NO POIR	CLAIM NO.	FY	AI.	Q/R
10/7/93	BUILDING ERECTION SERVICES	2200BT	7	MO	NO	NO	X		N/A	A	O
11/4/93	KRAIN, TERRY	2250JBT	0400002530	CANADA	12/17/93	12/17/93		944 L 60183	93-94	L	O
11/4/93	KOMRO, LAWRENCE	PC16	8D0088E	WI	12/17/93	NO			N/A	A	O
1/5/94	BRUDER, INC.	110-35	9C0080	OH	TDS	TDS		734 LP 72338	93-94	L	R
2/28/94	HERRERA, PEDRO	1250BT	0408901521	TX	4/7/94	4/7/94		7	93-94	A	O
4/16/94	JOANN TRUCKING	1500JBT	0400002641	CANADA	6/8/94	6/8/94		944 L 67689	93-94	A	O
5/27/94	RICHBOURG SALES	800BT	0408901614	MS	7/28/94	NO			N/A	A	O
7/21/94	STAR RENTALS	1400BT	0400002167	WA	7/28/94	NO			N/A	A	O
8/1/94	WEBER CO., INC.	800BT	0408400493	PA	TDS	TDS		734 LP 75028	94-95	L	O
8/26/94	PACO	1500JBT	0400002501	WA	9/14/94	NO			N/A	A	O
9/27/94	RICHBOURG SALES	2250JBT	0400002502	SC	11/8/94	NO			N/A	A	O
10/20/94	HARSHFIELD CONCRETE	PC16C	0800000358	IN	12/1/94	NO	X		N/A	A	O
10/23/94	CANWEST CRANE	1500JBT	0400002590	CANADA	11/8/94	NO			N/A	A	O
12/1/94	MOORE'S LUMBER	146KTSM	810137	VA	NO	NO	X		N/A	A	O
12/8/94	WEST MAIN RENTALS	800BT	0408600785	OR	NO	NO	X		N/A	A	O
12/17/94	CANWEST CRANE	2250JBT	0400002531	CANADA	1/10/95	NO			N/A	A	O
4/12/95	BORO'S CONCRETE SERVICES	PC-16	8C0099E	LA	5/17/95	NO			N/A	A	O
4/26/95	NYEHOLT STEEL CO.	1500JBT	0400002800	MI	6/9/95	NO			N/A	A	O
5/31/95	STAR RENTALS	1400BT	0400002033	WA	6/9/95	NO			N/A	A	O
7/21/95	UNITED CRANE & SHOVEL	2200BT	0400001921	NJ	2/9/96	NO			N/A	A	O
7/26/95	BRAMBLES EQUIPMENT	1250BT	0408801130	LA	7/31/95	NO			N/A	A	O
8/8/95	EQUIPCO RENTALS	1400BT	0400001779	VA	9/11/95	NO			N/A	A	O
8/26/95	D.C. BATES EQUIPMENT	20-23	7G0193Y	MA	9/11/95	NO			N/A	A	O
8/29/95	BELCHER ROOFING	JGGB1010	0408700930	NJ	10/9/95	NO			N/A	A	O
9/28/95	B & B ELECTRIC	1500BT	0400002290	KY	11/8/95	NO			N/A	A	O
10/6/95	CLAPP, THOMAS	2250JBT	0400003073	MI	11/8/95	11/8/95		788 L 01972	95-96	A	O
10/25/95	QIBBS ELECTRIC	1500JBT	0400002832	SC	11/8/95	NO			N/A	A	O
10/31/95	MERCER EQUIPMENT	1500JBT	0400002486	NC	2/9/96	NO			N/A	A	O
11/1/95	PACO	1250JBT	0400002337	WA	3/14/96	NO			N/A	A	O
11/6/95	GIUFFRE BROS. CRANES	1500JBT	400002673	WI	3/14/96	NO			N/A	A	O
12/18/95	CORAM, LOREN	2200BT	0409001917	KS	2/9/96	2/9/96		788 L 02596	95-96	A	O

SCHEDULE 3.5 - ATTACHMENT A

4/15/96

DATE	NAME	MODEL	SERIAL NO.	STATE	AAA	IIART	NO POIR	CLAIM NO.	FY	AL	O/R
1/16/96	YOCH, JOHN ROBERT	PC-16	8F0098E	IL	2/9/96	2/9/96		788 L 01398	93-96	A	O
2/6/96	EISENHART, JAMES	123-26	8L0022	PA	3/14/96	NO			N/A	A	O
2/20/96	BABST, LANCE	1500JBT	0400001796	TX	3/14/96	NO			N/A	A	O
2/23/96	PIERCE, KEITH	2800JBT	400002781	NJ	3/14/96	3/14/96			93-96	A	O

SCHEDULE 3.16

Warranty Obligations

- (a) Division's Warranty expenses
 - 8/1/93 - 7/31/94 \$854,000
 - 8/1/94 - 7/31/95 \$1,178,000
 - 8/1/95 - 4/30/96 \$916,000
- (b) Pending Warranty Claims: Information relative to warranty claims outstanding at any particular date is not available, however, warranty claims paid for the month of April, 1996 were \$26,099.50.
- (c) The Division's current procedures for handling warranty claims are reflected in the Division's standard form warranties for each of its three (3) product lines and its Service and Parts Policies Handbook; copies of which have been provided to Purchaser.

SCHEDULE 3.18

Working Relationships

Set forth below and dated as of May 14, 1996 are all distributors of the Division, which have been terminated within the past two years:

Primeco, Inc.
Great Northern Equipment, Inc.
American High Reach, Inc.
Crest Truck Equipment Co., Inc.
Truck Hydraulic Equipment
Northern Truck Equipment Corp.
Fontaine Truck Equipment Company
CanWest Crane & Equipment Ltd.
Mi-Jack Products, Inc.
Rylan, Inc.
Sisco Equipment Rental and Sales, Inc.
Brambles Equipment Services, Inc.
Lancaster Automobile Spring Co., Inc.
W. H. Green & Sons, Inc.
Coast Crane of Utah, Inc.
V&H, Inc.
Anthony Crane Rental, L.P. (as respects Distributor Sales & Service Agreement for Georgia APR only)
Hi-Tech Pump & Crane, Inc.

SCHEDULE 3.19

Customers and Suppliers

A. Division's Ten Largest Customers - Unloaders (FY1995)

	Company	Machines and Service Parts
1.	Fallsway Equipment	\$1,652,242.64
2.	Busey Truck Equipment	\$1,219,629.01
3.	Garden State Equipment	\$ 969,947.21
4.	Smith Truck Cranes	\$ 706,531.66
5.	American Truck Crane	\$ 630,555.64
6.	Truck Service Center	\$ 541,073.08
7.	MacQueen Equipment	\$ 468,454.75
8.	DC Bates	\$ 458,900.32
9.	Twin States	\$ 237,458.40
10.	Owsley & Sons	\$ 220,305.93

B. Division's Ten Largest Customers - Boom Trucks (FY1995)

1.	Prime Equipment	\$1,775,952.18
2.	American Equipment	\$1,115,562.31
3.	Anthony Crane Rental	\$1,040,255.66
4.	Hertz Equipment	\$ 978,938.67
5.	Richbourg Sales	\$ 966,667.39
6.	KMH Equipment	\$ 667,413.82
7.	Perfection Equipment	\$ 548,735.09

8.	Art's Equipment Rental	\$ 458,470.93
9.	Great Pacific Equipment	\$ 440,427.34
10.	Siems Rental & Sales	\$ 363,612.70

C. Division's Ten Largest Suppliers (FY1995)

1.	Keystone Ford	\$4,133,938.00
2.	Robinson Steel	\$ 748,908.00
3.	Olympic Steel	\$ 733,471.00
4.	Texas Hyd.	\$ 628,700.00
5.	Braden Winch	\$ 527,265.00
6.	Kaydon Bearing	\$ 512,298.00
7.	Marmom/Keystone	\$ 323,106.00
8.	Commercial Int.	\$ 311,944.00
9.	Eskridge Eng.	\$ 228,166.00
10.	Wireco	\$ 206,454.00

In addition to the foregoing, parts and components are sourced by the Division from the Seller. The parts and components involved and the dollar amount involved have been provided to Purchaser.

- D. As to suppliers, sourcing by the Division from Seller of parts and components will terminate following the Closing subject to Section 5.06 and joint purchasing arrangements with Seller will terminate following the Closing. Anthony Crane Rental, Hertz Equipment Rental Corporation, and Prime Equipment have indicated an intention to reduce their levels of purchases of the Division's products. As to other customers, the business of each customer with the Division is a function of the requirements of the customer, market conditions and competitive conditions and would be subject to the effect, if any, of the Seller's sale of the Assets of the Purchaser.

EXHIBIT “A”

(Part 4)

SCHEDULE 3.20

Employees

Attached is a listing as of May 14, 1996 setting forth the name of each employee of the Division, their current base salary/hourly rate and their base salary/hourly rate as of July 31, 1995. In addition, the regional managers receive commissions under a commission policy.

NR170 DATE 8/14/96
TIME 18:15:00

NR WRITER REPORT GENERATION

AUTHOR: GERRY

TITLE: YORK EMPLOYEES

EMPLOYEE NUMBER	EMPLOYEE NAME	HIRE DATE	PAY RATE	Rate
5000	ANNKEY, KEITH W	08/19/88	13.7300	13.20
5146	ANNKEY, RONALD L	08/26/91	13.9000	13.10
5019	AUCKEY, JOSEPH A	03/13/95	33000.0000	31080.
7039	BAGLEY, DAVID L	09/12/88	58080.0000	58080.
5096	BECKER, EDDIE W	12/17/84	38232.0000	38232.
5089	BECKER, ROGER L	01/21/85	13.4000	12.95
5151	BERGER, ALEX M	12/12/92	13.3400	
5052	BERGER, ENELOON E	03/14/94	13.3400	13.28
5029	BILLET, DAVID F	06/19/95	8.4500	8.45
5037	BOSLEY, FRESTON E	04/18/83	15.2500	14.56
5278	BOYLE, LYNN A	06/20/94	8.8700	8.45
5245	BRADY, PETER A	02/05/94	8.7000	
5057	BRICKNER, GARY W	03/04/96	8.5000	
5005	BRISBOW, LLOYD E	11/21/94	8.8700	8.45
5176	BROWN, THOMAS L	08/03/92	13.1600	12.06
5313	BUCHTER, GRADLEY S	02/13/95	41520.0000	38400.
5113	CALDWELL, BURNELL K	04/15/85	10.7500	
5144	CASCENIER, JAMES A	08/27/91	10.3900	10.09
5720	CONRAD, THOMAS	05/10/82	47728.0000	51600. 49920.
5367	CRANE, THOMAS W	03/13/96	9.1500	
5027	CROWE, STANLEY R	02/12/90	14.0900	13.45
7086	DENNIS, SHERRA L	04/20/92	9.8000	9.40
5401	DEWILDER, RICHARD A	03/05/90	10.5700	10.26
5314	DIFFENDERFER, JR, JAMES A	03/04/95	10.3500	10.00
5284	DOLHEIMER, ROBERT L	09/12/94	9.5000	8.30
5274	DOLL, KENNETH L	04/06/94	10.2200	9.92
5408	DOLL JR., STERLING S	03/26/90	11.2600	10.93
5007	DOLL SR., STERLING S	06/09/83	14.6700	14.02
5273	EICKHOLTZ, RICHARD E	05/31/94	12.0100	10.66
7115	ENRICH, BRIAN K	04/03/95	34344.0000	34344.
5298	EVANS, DAVID G	10/10/94	11.3600	10.04
5159	FAUST, DENNIS D	09/10/79	46560.0000	43920.
5110	FISSEL, GARRY L	05/10/82	41280.0000	41280.
5363	FOGLE, KEITH A	03/11/96	8.4500	
5353	FRANTZ, JEFFREY L	02/20/96	8.4500	
5156	GABRIEL, JOSEPH J	09/23/91	43458.0000	41580.
5285	GEISELHAN, BRUCE A	04/13/83	14.9100	14.62
5366	GENTZLER, TOBIAS W	03/11/96	8.4500	
5350	GERRICK, SCOTT A	02/20/96	11.0000	
5155	GIBBONS, JONATHAN H	09/20/91	12.2900	12.29
5016	GILBERT, GARY S	05/02/83	13.7800	13.38
7054	GIMERICH, STEPHANIE D	08/12/91	27600.0000	24960.
5034	GLADFELTER, MICHAEL R	01/07/91	11.2500	10.92
5102	GODFREY III, JAMES E	03/11/85	14.5700	14.15
5339	GONK, JR, JOHN L	12/13/95	10.0000	
5125	GOSWAMI, FREDERICK R	08/27/92	28800.0000	
5197	GOSWAMI, GARY L	04/20/92	11.0900	10.74
5115	GRASSINGER, DANIEL W	06/04/90	11.2500	10.93
5131	GROVE, JEFFREY L	05/28/91	9.7100	9.47
5711	GROVE, LESTER L	03/04/85	34992.0000	34992.
5990	HALSTED, THOMAS J	08/15/88	39840.0000	39840

EMPLOYEE NUMBER	EMPLOYEE NAME	HIRE DATE	PAY RATE	
5105	NEEDS, GERALD E	01/07/94	30000.0000	713145 Rate
5100	HERBST III, FREDERICK W	05/01/93	39864.0000	39864
5172	HERBST IV, FREDERICK W	06/15/92	11.8200	11.27
5309	HILT, EARL L	12/19/94	10.0900	9.80
5123	HIRSCHBERG, MICHAEL S	05/20/91	12.3000	11.70
5215	HONE, RONNY S	10/14/93	11.2700	10.84
5303	HONE, STEPHEN M	05/10/82	14.4700	14.26
5254	HUNTER, DAVID A	03/25/94	11.0000	10.76
5255	IONEE, DAVID A	03/21/94	13.2900	11.51
5243	ILGENFRIE, GRANT E	04/13/94	9.4700	9.19
5191	ILGENFRIE, MARTIN L	02/24/93	11.0100	10.64
5151	INGRAM, ROBERT L	02/20/94	9.0000	
7093	JAGRE, JR., GEORGE B	06/13/94	33400.0000	33600.
5175	JONES, PHILIP A	07/27/92	10.5600	10.25
5107	KEARNEY, SCOTT L	04/09/90	10.3100	10.50
7007	KEEFER, WILFRED L	09/20/76	49774.0000	46080.
5127	KELLY, GEORGE E	05/20/91	10.1900	9.80
5349	KENT SR, DAVID M	04/15/96	8.4500	
5184	KEPNER, ALLAN D	03/01/93	12.0800	10.16
7114	KING, BEVERLY G	05/15/95	33600.0000	33600.
5095	KIMMENAN, DANA S	03/04/85	13.5400	13.15
5304	KIRKENDALL, JR., WILLIAM S	11/21/94	8.7000	8.45
5247	KLEIMAN, SCOTT E	02/22/94	9.6800	9.40
5355	KREBS, BRUCE A	02/26/96	8.3500	
5296	KREBS, MICHAEL W	10/05/94	9.1600	8.85
7099	KRIKER, TERRY L	05/24/93	29563.0000	29568
5231	KUNKEL, SCOTT D	11/15/93	9.4200	9.15
5192	KURTZ, JOSEPH G	03/10/93	10.4000	10.29
5173	KURTZ, ROBERT E	07/20/92	10.4400	9.83
7017	LAMB, KATHLEEN R	05/10/82	32400.0000	30528
7100	LANDSPERGER, CHERYL A	07/19/94	9.2500	9.25
5340	LAUGHS, STEVEN M	02/12/96	28000.0000	
5217	LEATHERY, MARK B	03/11/85	13.3700	13.47
5251	LEHNHUISER, ROE D	03/09/94	9.2900	9.11
5295	LENKER, KEITH R	10/17/94	10.0000	8.45
5204	LEPPD, TODD E	05/10/93	31300.0000	31800.
5348	LONBARDO, JOHN M	02/12/96	9.0000	
5277	LOOKINGBILL, JAMES A	04/09/94	9.3300	9.15
5239	LUNDGREN, RICHARD D	01/03/94	43440.0000	41760.
1220	LUTE, GERALD E	04/25/79	53800.0000	56400.
5114	MARKS, PHILLIP A	05/03/90	14.6500	14.20
5163	MAZUREK, SR., JOSEPH R	03/23/92	47230.0000	45408
5342	MCQUE, MARK G	01/22/96	8.4500	
5112	MCNETER, THOMAS M	03/07/91	36000.0000	36000
5203	MCNILLAN, DAVID C	05/03/93	50400.0000	39000
5371	MEADOR, JOHN M	04/29/96	8.6500	
5097	MESSINA, WILLIAM F	01/25/91	15.0000	14.63
7012	MICHAEL, KENNETH E	05/10/92	46900.0000	43296
5316	MOKITA, MICHAEL J	03/15/95	47750.0000	45000
5325	MILLER, ANDREW J	04/24/95	44040.0000	44040.
7053	MILLER, CHARLES J	07/15/91	53040.0000	53040.
5019	MILLER, DAVID E	03/15/93	12.3900	12.52
5046	MILLER, DONN A	04/10/89	14.0900	13.55

EMPLOYEE NUMBER	EMPLOYEE NAME	DATE	PAY RATE	
5335	HILLER, JEROME A	10/28/95	8.4500	7/20/05
5145	HILLER, JEROME	10/28/95	8.4500	9.40
5179	HILLER III, ROBERT E	10/05/92	11.7000	10.65
5308	HIRSCHBERG, JOHN J	11/29/94	11.5000	10.15
5208	HODGNY, RICHARD W	06/08/93	40065.0000	43872.
5152	HORNHEAD, JR., TERRY R	08/27/91	13.0000	12.35
5142	HOSCHROCK, KENNETH W	01/25/92	41920.0000	42312.
5015	HUSSELMAN, JAMES H	01/10/93	13.1000	14.56
5229	HYER, MARK E	05/17/92	37200.0000	37200.
5304	MADE, JEFFREY A	02/15/96	20400.0000	
5170	MAE, STEPHEN M	06/01/92	12.2300	11.07
5245	MEININGER, SCOTT A	02/01/94	28080.0000	24696.
7019	MOEL, BARRY L	05/17/92	34360.0000	37800.
7124	M'DONNELL, ROBERT D	03/21/93	14.0400	13.32
5299	M'DONELL, III, ROBERT J	10/18/94	9.5000	9.20
5336	MANNAN, LYNN L	09/07/76	41360.0000	40008.10
5347	MEREDICK, MARK H	02/05/96	11.0000	
5340	PAULEY, JAMES E	01/02/96	11.0000	
5238	POPE, EDWARD W	01/03/94	12.1000	10.82
5364	RENTZEL, RALPH W	03/11/96	11.0000	
5352	REYNOLDS, MICHAEL W	02/20/96	11.0000	
7092	RILES, RONNIE L	06/01/94	58080.0000	58080.
5302	RILEY, DONALD L	11/14/94	9.1000	8.45
5991	ROHNER, MICHAEL W	04/18/89	35520.0000	33720.
5287	RUDISILL, JR., ELY S	09/26/94	10.4000	10.00
5207	RUTH, JEFFREY L	06/23/96	10.4000	10.16
5233	RUTH, MICHAEL B	11/15/93	10.3000	9.15
5185	RUTH, RICHARD H	03/08/93	11.5200	11.08
5213	RUTH, ROBIN L	10/04/93	12.6000	11.62
7057	SALE, JENNIFER L	02/22/92	52080.0000	52080.
5294	SAWYER, WILLIAM C	10/03/94	9.0000	8.70
5322	SCHWARTZ, KENNETH E	07/05/93	14.1000	13.88
5145	SCHWARTZ, ROBERT C	08/27/91	12.0400	11.69
5297	SCHWANK, BARRY E	10/05/94	9.1000	8.45
5356	SEAKS JR, STANLEY D	03/04/96	10.0000	
5198	SEALS, JAMES T	05/24/93	9.4000	9.20
1872	SEBURN, DARY W	04/01/85	32480.0000	31656.
5120	SHADLE, REY A	07/16/90	13.6200	13.10
5708	SHAFER, KAREN	05/10/92	14.0000	13.47
5125	SHARP, RANDY L	02/25/85	15.6100	15.01
5281	SHILOTT, LAMONT P	08/24/94	11.7600	10.04
5341	SHUE, GLEN A	01/11/96	8.4500	
5256	SHULTZ, BYRON D	03/28/94	9.7000	9.33
7108	SILL, BRIAN D	12/06/94	30000.0000	30000.
5346	SIMPSON, JOHN E	02/05/96	11.0000	
5327	SMITH, BARBARA A	06/05/95	8.4000	8.00
5336	SMITH, DANIEL L	10/16/95	8.4500	
7023	SMITH, HARRY E	03/11/85	78000.0000	62400.
5319	SMITH, KEVIN E	10/25/93	9.7900	9.41
5328	SMITH, RANDY E	09/28/94	9.0000	8.50
5321	SMITH, JR., MARSHALL V	11/01/93	11.6700	10.34
5261	SNYDER, MATTHEW E	03/04/96	8.4500	
5704	SPERSON, JAMES E	02/04/90	14.0000	12.66

ALFORD: 10000 TITLE: 1000 EMPLOYEES

EMPLOYEE NUMBER	EMPLOYEE NAME	DATE	PAY RATE	7/31/95 RATE
5046	SPREngle, LANCE E	01/14/94	10.1000	9.44
5048	STADN, CLIFFORD K	10/16/93	10.7500	
5090	STEICH, RUSSELL A	01/01/95	14.0000	13.55
5409	STERNER, JOHN W	03/26/90	13.8000	13.00
5030	STERNER, JR., JOHN W	11/11/93	10.0000	9.31
5151	STONER, CHRISTOPHER L	09/09/91	11.0100	10.37
5159	STOUGH JR, LARRY E	03/05/94	10.0000	
5045	STRAYER, RAYMOND E	03/13/93	10.4000	10.00
5075	STRETT, SCOTT H	06/13/94	11.0000	10.45
5140	STROMBY, JOHN E	07/29/91	15.0000	14.80
5049	SUNNERS, RAY W	06/16/84	13.3200	13.03
5292	SWIFT, JR., ARCHER E	09/26/94	11.9400	11.50
5250	TONE, ANGELA L	02/23/94	9.6000	8.56
5260	TREAT, PENNY J	03/09/87	12.6500	12.65
5280	VAUGHN, III, EDWARD R	07/18/94	9.1000	8.45
5146	WAGNER, WAYNE W	08/26/91	12.6700	11.97
5044	WALTERS, RICHARD L	01/29/96	8.8500	
5093	WARFEL IV, LEARY	01/21/85	12.6700	12.30
5139	WEBER, LAWRENCE J	07/15/91	140016.0000	133008
5105	WESTERHOLD, ROBERT E	04/10/89	12.8000	12.43
7076	WHITSELL, DONALD E	08/16/93	32400.0000	32400.
5070	WHITTEL JR, DAVID E	04/15/96	8.4500	
7138	WILKASIN, KEITH M	02/13/85	12.1000	11.80
5257	WILLIS, SCOTT H	03/23/94	10.3200	10.02
5268	WIRE JR, HAROLD L	08/16/88	14.7500	14.24
5100	WOLF, WILLIAM C	05/06/91	14.1100	12.97
5240	WOOD, JOSEPH W	01/03/94	34416.0000	32400.
5052	WRIGHT, JAMES E	02/26/90	13.0300	12.49
5312	YINELINE, NEAL C	02/13/95	9.1100	8.50
5372	Darlene Fearson	5/13/96	8.90	
5373	Brandy Norwood	5/13/96	8.45	

SCHEDULE 3.21

Labor Relations

Complaint of Kimberly Anne Lenken with the Pennsylvania Human Relations Commission.
Docket No. E73338D. (Has been settled).

SCHEDULE 3.22

Employee Benefit Plans

1. JLG Industries, Inc. Employees' Retirement Savings Plan
2. JLG Industries, Inc. Group Life Insurance Plan (including employee supplemental and dependent)
3. Medical and Dental Plan for Employees of JLG Industries, Inc.
4. Short-Term Disability Plan for Employees of JLG Industries, Inc.
5. JLG Industries, Inc. Travel Accident Plan
6. JLG Industries, Inc. Long-Term Disability Plan
7. JLG Industries, Inc. Stock Incentive Plan, as amended and restated
8. JLG Industries, Inc. Executive Medical Reimbursement Plan
9. JLG Industries, Inc. Employee Stock Purchase Program
10. JLG Industries, Inc. Relocation Policy
11. The Profitability and Productivity Improvement Award Program
12. Management Incentive Plan
13. In accordance with the three (3) Highlights of Employee Benefits attached
14. Accrued vacation obligation to certain employees for service prior to January 29, 1990 and in accordance with the attached listing

JLG INDUSTRIES, INC.
HIGHLIGHTS OF EMPLOYEE BENEFITS
SALARY PERSONNEL

SCHEDULE (Monday-Friday)
Morning - 8:00 am - 12:15 pm Lunch - 12:15 pm - 1:00 pm Afternoon - 1:00 pm - 4:45 pm

PAY PERIODS (Semi-Monthly) - 15th and Last Day of the Month

BENEFITS (Eligibility starts after 30 days)

Group Life Insurance

Employee coverage-premium paid by Company

Group Life Insurance

1 x Annual Base Salary

Accidental Death and Dismemberment

1 x Annual Base Salary

Supplemental Life Insurance

Option to purchase additional life insurance for employee, spouse and eligible dependents.

Employee pays group premium rate through payroll deduction.

Comprehensive Medical Coverage - Company provided coverage based on the following schedule:

Maximum Insured Benefit	\$1,000,000 per individual insured
Individual deductible	\$150
Family deductible	\$300
Co-payment	85% Company/ 15% employee
Individual Stop Loss	\$500
Family Stop Loss	\$1,000

Note: Coverage to include hospitalization, surgery, maternity, physician office visits, and other valid medical charges as noted in plan provisions.

Prescription Drug Plan - Company pays 85% of prescription drug cost; mail order prescriptions available at no cost.

Dental Insurance Coverage - Company payment is based on the following schedule of services:

Preventative	100%
Oral Surgery, Periodontics	85%
Crowns, Inlays, Onlays & Prosthetics	50%
Orthodontic (w/dep coverage only) \$50 ded/\$850 max	50%
Note: Individual deductible (does not include preventative)	\$50
Maximum annual benefit per insured	\$1,000

Vision

Eye Exam and Glaucoma Screening (19-years of age and older, once per 24 months; 100%
under age 19, once per 12 months).

Eyewear discounts - Eye Care Plan of America

Employee Insurance Contribution (JLG Flex Plan option is available through payroll deduction)

Employee coverage (required)	\$ 5.16
w/One Dependent medical, dental & prescription (voluntary)	\$20.65
w/Two or more Dependents medical, dental & prescription (voluntary)	\$24.12

Disability Insurance Coverage - Company pays for the following:

Salary Continuation Schedule: 30 days 100% / 31-60 days 75% / 61-90 days 60%

Long Term Disability - Replaces 60% of monthly earnings after 90 days and is coordinated with Social Security Disability. Premiums for supplemental benefits and benefit for spouse, if disabled, 50/50 co-pay basis. Employee cost is \$.0703 per week per \$1,000 of annual pay. Participation is voluntary.

Travel Accident Insurance - Premium paid by Company: \$250,000
(Immediate Eligibility)

Holidays (Paid)

New Years Day	Memorial Day	Thanksgiving Day
Washington's Birthday	July 4	Friday after Thanksgiving
Good Friday	Labor Day	Christmas Day

plus: ... Two Floating Holidays - Dates announced annually.

Vacation (Paid)

Up to 1 year	.8 hrs. pay per week of service (40 hrs. max)
After 1 year	1.6 hrs. pay per week of service (80 hrs. max)
After 10 or more years	2.4 hrs. pay per week of service (120 hrs. max)
After 15 or more years	3.2 hrs. pay per week of service (160 hrs. max)

Tuition Aid - 50% advance for approved courses, balance up to 100% based on grade attainment.

Military Pay - Difference between normal rate and military rate for 2 weeks Reserve Duty.

Direct Deposit - Deposit of payroll directly to employee bank accounts. Funds also directed to Individual Savings Plan, Christmas Club and Individual Retirement Account.

Payroll Deduction Services - Purchase of work related equipment.

Stock Purchase Program - Opportunity for employees to purchase JLG stock through payroll deduction, which is through The Fulton County National Bank. Commissions are charged to participants.

JLG Merit Scholarship - Opportunity for sons and daughters of JLG employees to apply for Company sponsored college scholarships through the National Merit Scholarship Corporation. Applications to be completed during junior year of high school.

PPI Award - The Profitability and Productivity Improvement Award program provides a cash award opportunity and recognizes employees' participation in our continuous improvement efforts. At the start of each fiscal year, a profitability target is set for the following year. You must be hired at least six months before the end of the fiscal year, and be employed by JLG on the date that the awards are paid.

Retirement Savings Plan - (Requires 1,000 hours of service for participation) The Company offers a 401(k) Savings Plan which provides an annual Company discretionary profit sharing contribution of up to 5% of regular compensation and up to 5% of regular compensation over the social security wage base. The Plan allows voluntary before tax contributions of up to 14% of pay and the Company will match 50% of the first 5% of voluntary contribution. Company contribution and match are subject to a 4 year vesting schedule. Employees are provided investment options. Loans are available.

<u>SCHEDULE</u>	<u>SHIFT OPERATIONS</u>
1st Shift	7:00 am - 3:00 pm
2nd Shift	3:00 pm - 11:00 pm
3rd Shift	11:00 pm - 7:00 am

PAY PERIODS (Weekly) First Shift - Friday, Second and Third Shifts - Thursday

BENEFITS (Eligibility starts after 30 days)

Group Life Insurance

Employee coverage - premium paid by Company:
Group Life Insurance 1 x Annual Base Salary
Accidental Death and Dismemberment 1 x Annual Base Salary

Supplemental Life Insurance

Option to purchase additional life insurance for employee, spouse and eligible dependents.
Employee pays group premium rate through payroll deduction.

Comprehensive Medical Coverage - Company provided coverage based on the following schedule:

Maximum Insured Benefit	\$1,000,000 per individual insured
Individual deductible	\$150
Family deductible	\$300
Co-payment	85% company/15% employee
Individual Stop Loss	\$500
Family Stop Loss	\$1,000

Note: Coverage to include hospitalization, surgery, maternity, physician office visits and other valid medical charges as noted in plan provisions.

Prescription Drug Plan - Company pays 85% of prescription drug cost; mail order prescriptions available at no cost.

Dental Insurance Coverage - Company payment is based on the following schedule of services:

Preventative	100%
Oral Surgery, Periodontics	85%
Crowns, Inlays, Onlays & Prosthetics	50%
Orthodontic (w/dep coverage only) \$50 ded/\$850 max.	50%
Note: Individual deductible (does not include preventative)	\$50
Maximum annual benefit per insured	\$1,000

Vision

Eye Exam and Glaucoma Screening (19 years of age and older, once per 24 months; under age 19, once per 12 months) 100%

Eyewear discounts - Eye Care Plan of America

Employee Insurance Contribution - (JLG Flex Plan option is available through payroll deduction):

Employee coverage (required)	\$ 2.38
w/ One dependent medical, dental & prescription (voluntary)	\$ 9.53
w/ Two or more dependents medical, dental & prescription (voluntary)	\$11.13

Disability Insurance Coverage - Company pays for the following:

Short Term Disability - 60% of your pay up to 90 days.

Long Term Disability - Replaces 60% of monthly earnings after 90 days and is coordinated with Social Security Disability. Premiums for supplemental benefit and benefit for spouse if disabled. 40/50 co-pay basis. Employee cost is \$.0703 per week per \$1,000 of annual pay.

Travel Accident Insurance - Premium paid by Company:
(Immediate eligibility)

Holidays (Paid)

New Years Day
Washington's Birthday
Good Friday
Plus: Two Floating Holidays - Dates announced yearly.

Memorial Day
July 4
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Vacation (Paid)

Up to 1 year
After 1 year
After 10 or more years
After 15 or more years

.8 hours pay per week of service (40 hrs. max)
1.6 hours pay per week of service (80 hrs. max)
2.4 hours pay per week of service (120 hrs. max)
3.2 hours pay per week of service (160 hrs. max)

Personal Time Off With Pay - One day of personal leave is earned for each four (4) months worked. Up to five (5) days may be accumulated.

Tuition Aid - 50% advance for approved courses, balance up to 100% based on grade attainment.

Funeral Pay - Immediate family - 3 days, other family members - 1 day (Monday-Friday).

Military Pay - Difference between normal rate and military rate for 2 weeks Reserve Duty.

Shift Differential - Night shift premium - \$.35 per hour.

Overtime - Time and one half for time worked over 8 hours per day, 40 hours per week.

Safety Glasses - (Prescription) Selected frames are available at cost - employee pays for examination.

Lunch and Rest Periods - 30 minute paid lunch period.

Orientation Period - 180 Calendar days.

Work Clothing - A uniform and coverall service is offered at cost to production employees who elect to enroll.

Direct Deposit - Deposit of payroll directly to employee bank accounts. Funds also directed to Individual Savings Plan, Christmas Club and Individual Retirement Account.

Payroll Deduction Service - Purchase of work related equipment, uniform and coverall services.

Stock Purchase Program - Opportunity for employees to purchase JLG stock through payroll deduction, which is through the The Fulton County National Bank. Commissions are charged to participants.

JLG Merit Scholarship - Opportunity for sons and daughters of JLG employees to apply for Company sponsored college scholarships through the National Merit Scholarship Corporation. Applications to be completed during junior year of high school.

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HIGHLIGHTS OF EMPLOYEE BENEFITS OFFICE HOURLY PERSONNEL

SCHEDULE - (Monday - Friday)

Morning - 8:00 am - 12:15 pm

Lunch - 12:15 pm - 1:00 pm

Afternoon - 1:00 pm - 4:45 pm

PAY PERIODS - Weekly (Friday)

BENEFITS - (Eligibility starts after 30 days)

Group Life Insurance

Employee coverage - premium paid by Company

Group Life Insurance

Accidental Death and Dismemberment

1 x Annual Base Salary

1 x Annual Base Salary

Supplemental Life Insurance

Option to purchase additional life insurance for employee, spouse and eligible dependents. Employee pays group premium rate through payroll deduction.

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Maximum Insured Benefit	\$1,000,000 per individual insured
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Crowns, Inlays, Onlays & Prosthetics	50%
Orthodontic (w/dep coverage only) \$50 ded/\$850 max	50%
Note: Individual deductible (does not include preventative)	\$50
Maximum annual benefit per insured	\$1,000

Vision

Eye Exam and Glaucoma Screening (19 years of age and older, once per 24 months) 100%

under age 19, once per 12 months

Eyewear discounts - Eye Care Plan of America

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(Immediate eligibility)

Holidays (Paid)
New Year's Day
Washington's Birthday
Good Friday
Plus Two Floating Holidays - Dates announced yearly
Memorial Day
July 4
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Vacation (Paid)
Up to 1 year 8 hours pay per week of service (40 hrs. max)
After 1 year 1.6 hours pay per week of service (80 hrs. max)
After 10 or more years 2.4 hours pay per week of service (120 hrs. max)
After 15 or more years 3.2 hours pay per week of service (160 hrs. max)

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Overtime - Time and one half for time worked over 8 hours per day, 40 hours per week.

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Hourly
Pay Rate To: Jeann

5105 Robert Westerhold....1 Week
5046 Donn Miller.....1 Week

5020 Keith Ankney.....2 Weeks
5030 Scott Becker.....2 Weeks
5089 Roger Belcher.....2 Weeks
5037 Preston Bosley.....2 Weeks
5007 Sterling Doll, Sr....2 Weeks
5285 Bruce Geiselman.....2 Weeks
5016 Gary Gilbert.....2 Weeks
5102 James Godfrey, III...2 Weeks
5711 Lester Grove.....2 Weeks
5220 Fred Herbst, III....2 Weeks
5095 Dana Kinneman.....2 Weeks
5217 Mark Leathery.....2 Weeks
5092 Rock Lefevre.....2 Weeks
5330 Rick Metzger.....2 Weeks
5019 David Miller.....2 Weeks
5016 James Musselman.....2 Weeks
5702 Raymond Myers.....2 Weeks
5224 Robert O'Donnell....2 Weeks
5707 Jeffrey Ruth.....2 Weeks
5322 Ken Schwartz.....2 Weeks
5125 Randy Sharp.....2 Weeks
5701 Audrey Sorano.....2 Weeks
5090 Russell Steich.....2 Weeks
5249 Roy Summers.....2 Weeks
5260 Penny Treat.....2 Weeks
5093 Leary Warfel.....2 Weeks
5111 Keith Wildasin.....2 Weeks
5269 Harold Wire.....2 Weeks

5720 Thomas Conrad.....3 Weeks
5110 Barry Fissel.....3 Weeks
5303 Stephen Hoke.....3 Weeks
7017 Kathleen Lamb.....3 Weeks
7019 Kenneth Michael....3 Weeks
5709 Karen Shaffer.....3 Weeks
5019 James Musselman....3 Weeks
7009 Barry Noel.....3 Weeks

12.15 497.20
13.55 542.00

13.20 1056.00
38,232.00 annual ~~561.00~~ 1470.40
12.95 1036.00
14.56 1164.80
14.62 1121.60
14.62 1169.60
13.38 1070.40
14.15 1132
34,992.00 annual 1345.60
39,864.00 annual 1532.80
13.15 1052
13.47 1077.60
12.65 1012
32,784.00 annual 1260.80
12.52 1001.60
14.56 1164.80
9.58 766.40
13.72 1097.60
10.16 812.80
13.88 1101.40
15.01 1200.80
13.66 1092.80
13.55 1084
13.63 1042.40
12.65 1012
12.30 984
11.80 944
14.24 1139.20 31,983.6

49,920.00 annual 2880
41,280.00 annual 2380.80
14.26 1711.20
32,400.00 annual 1868.40
43,296.00 annual 2497.20
13.47 1616.40
14.26 1747.20
37,800.00 annual 2180.40 16,981.6

Total

Not sure of Vada Mummert...She was only part time in 1990. She may receive 20 hours which was normal for part time employees at OSTC.

Total

2080
50,004.40

SCHEDULE 3.24

Potential Competing Interests

1. Items 5, 6, 7, 8, 9, 10 and 11 on Schedule 1.01(k) Contracts.
2. Schedule 3.22 Employee Benefit Plans.
3. Compensation due Employees as of the Closing Date.
4. Severance Payment obligations to Alex M. Belote.

SCHEDULE 3.25

Environmental Matters

1. Applicable environmental permits are listed in Schedule 1.01(x), items 1 through 6.
2. Since January 29, 1990, Seller has caused the remediation of a condition with a chip storage container and a condition with a wash area. Soil Sampling and Analysis Report by Gannett Fleming, Inc. and dated December 1995.
3. Since January 29, 1990, the only complaint, order, directive, claim, citation or notice are the permits listed in Schedule 1.01(x), items 1 through 6 and item 4 below.
4. HSCA Notice from the Commonwealth of Pennsylvania Department of Environmental Resources regarding the Industrial Solvents and Chemical Company Site, Newbury Township, York County, Pennsylvania.
5. There are currently no underground storage tanks located on the Real Property.
6. The Hazardous Materials on the Real Property are identified on the attached Hazardous Substance Survey Form.
7. The only underground pipelines on the Real Property are water and sewer.
8. Phase I Environmental Site Assessment by Gannett Fleming, Inc., Environmental Compliance Audit by Gannett Fleming, Inc., and OSHA Compliance Audit by Fairfax Environmental.
9. Preliminary Environmental Assessment by APT Engineering, Inc. and dated November 22, 1989.
10. As reflected in the public records in the Recorder of Deeds Office of York County, Pennsylvania.
11. Asbestos Survey dated March 1996 and by Gannett Fleming, Inc.
12. Proposal for Environmental Services, York, Pennsylvania Facility by Groundwater Sciences Corporation and dated April 10, 1996.
13. Draft Preliminary Environmental Site Assessment and Remedial Activities Report JLG Industries, Inc., York, Pennsylvania Site by Groundwater Sciences Corporation and dated April 29, 1996.
14. Draft Environmental Site Assessment and Remedial Activities Report JLG Industries, Inc., York, Pennsylvania Site by Groundwater Sciences Corporation dated May 14, 1996.

15. JLG Industries, Inc. Phase II Environmental Site Assessment, York County, Pennsylvania Plant by Gannett Fleming, Inc. and dated May 1996.
16. Letter Agreement between JLG Industries, Inc. and Powerscreen USC Inc. and dated May 21, 1996.

RTK USE ONLY

Facility: _____
Doc. Code: _____ Date: _____HAZARDOUS SUBSTANCE SURVEY FORM
Worker and Community Right to Know Program

Name of Company: JLG Industries, Inc.
 Federal Employer ID #: -
 Division or Plant Name: Material Handling Division
 Workplace Covered: Entire Facility
 Street Address: RD 6, Box 34-B
York, PA 17404-9806
 Mailing Address: SAME AS ABOVE
 Telephone Number: (717) 792-9731
 County Name: York County Code: 67
 Representative: _____
 Title: _____
 Signers Address: SAME AS ABOVE
 Reporting Period: From 01/01/95 Thru 12/31/95
 Signature: _____ Date: 03/04/96

CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)				
		FIR	REL	REA	ACU	CHR
111-76-2 74-98-6	00711 PENETRANT-LUBRICANT	X			X	X
	ETHANOL, 2-BUTOXY-	X	X		X	X
	PROPANE					
107-21-1	07961 CATERPILLAR ANTIFREEZE 535			X	X	X
	ETHYLENE GLYCOL					
111-40-0	2 TON CLEAR EPOXY - HARDENER				X	X
	1,2-ETHANEDIAMINE, N-(2-AMINOETHYL)					
1333-86-4 7631-86-9	3M BRAND TYPE 148 TONER				X	X
	CARBON BLACK				X	
	SILICA					
7631-86-9	3M BRAND TYPE 152 DEVELOPER PREMIX				X	
	SILICA					
1333-86-4 7631-86-9	3M TYPE 164 TONER				X	X
	CARBON BLACK				X	
	SILICA					
1333-86-4	3M TYPE 264 DEVELOPER				X	X
	CARBON BLACK					

RTK USE ONLY

 Facility: _____
 Doc. Code: _____ Date: _____

 Name of Company: JLG Industries, Inc.
 Workplace Covered By Form: Entire Facility
 Federal Employer ID #: - Date: 03/04/96

E	S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S) FIR REL REA ACU CER					
			50CC 515						
		79-10-7	ACRYLIC ACID	X	X	X	X	X	X
E		80-15-9	CUMENE HYDROPEROXIDE	X			X	X	
			7070 ODC CLEANER					X	X
		124-38-9	CARBON DIOXIDE						
			ABC DRY CHEMICAL					X	X
		12001-26-2	MICA-GROUP MINERALS				X		
		7631-86-9	SILICA						
			ABRASION RESISTANT CAST IRON					X	X
E	S	7440-47-3	CHROMIUM	X		X	X	X	X
		7440-50-8	COPPER	X		X	X	X	X
		7439-96-5	MANGANESE	X			X		
		7439-98-7	MOLYBDENUM	X			X	X	X
E	S	7440-02-0	NICKEL	X			X	X	X
E		7723-14-0	PHOSPHORUS	X			X		
		7440-21-3	SILICON						
		7704-34-9	SULFUR						
			ACETYLENE	X	X	X	X		
		74-86-2	ACETYLENE						
			ACRYLIC ALKYD GLOSS ENAMEL	X			X	X	
E		108-88-3	TOLUENE	X			X	X	
E		1330-20-7	XYLENE (MIXED ISOMERS)						
			ACRYLIC-ALKYD HIGH GLOSS	X			X	X	
E		108-88-3	TOLUENE	X			X	X	
E		1330-20-7	XYLENE (MIXED ISOMERS)						
			ACRYLIC-ALKYD HIGH GLOSS GREY	X			X	X	
E		108-88-3	TOLUENE	X			X	X	
E		1330-20-7	XYLENE (MIXED ISOMERS)						
			ACTIVATOR 81669	X		X	X		
E		7429-90-5	ALUMINUM						
			ADHESIVE 81669	X	X	X	X	X	X
		79-10-7	ACRYLIC ACID						

RTK USE ONLY

Facility: _____

Doc. Code: _____ Date: _____

Name of Company: JLG Industries, Inc.Workplace Covered By Form: Entire FacilityFederal Employer ID #: -Date: 03/04/96

S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)				
			FIR	REL	REA	ACU	CHR
		ADHESIVE 81669 (cont.)					
	7429-90-5	ALUMINUM	X		X	X	
	80-15-9	CUMENE HYDROPEROXIDE	X			X	X
		ADHESIVE/SEALANT 242					
	80-15-9	CUMENE HYDROPEROXIDE	X			X	X
S	81-07-2	SACCHARIN				X	X
	7631-86-9	SILICA				X	
		ADHESIVE/SEALANT 262					
	80-15-9	CUMENE HYDROPEROXIDE	X			X	X
S	81-07-2	SACCHARIN				X	X
	7631-86-9	SILICA				X	
		AIR CARBON ARC GOUGHING ELECTRODES					
	7782-42-5	GRAPHITE					X
		ALCLEAN 200A					
	34590-94-8	PROPANOL, (2-METHOXYMETHYLETHOXY) -	X				
		ALKYD AIR-DRY 3.0 VOC PRIMER, BUFF					
	110-43-0	2-HEPTANONE	X			X	
	7727-43-7	BARIUM SULFATE				X	X
	108-10-1	METHYL ISOBUTYL KETONE	X			X	
	13463-67-7	TITANIUM OXIDE (TiO2)				X	X
		ALKYD SPECIAL PURPOSE COATINGS					
	100-41-4	ETHYLBENZENE	X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		ALL CARBOLOY (R) CARBIDE GRADES EXCEPT 6					
S	7440-47-3	CHROMIUM				X	X
	7440-48-4	COBALT	X			X	X
		ARCAIR (R) PROTEX (R) EXTRA					
	141-43-5	ETHANOL, 2-AMINO-	X			X	X
		ARGOMIX 218, 225					
	7440-37-1	ARGON				X	X
	124-38-9	CARBON DIOXIDE				X	X

RTK USE ONLY

Facility: _____

Doc. Code: _____

Date: _____

Name of Company: JLG Industries, Inc.Workplace Covered By Form: Entire FacilityFederal Employer ID #: -Date: 03/04/96

S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)				
			FIR	REL	REA	ACU	CHR
	7440-37-1	ARGON					
		ARGON				X	X
	7440-37-1	ARGON, COMPRESSED					
		ARGON				X	X
	7440-37-1	ARGOSHIELD GAS #8C, #25C					
		ARGON				X	X
	124-38-9	CARBON DIOXIDE				X	X
		ATrax CARBIDE GRADES AND BRAZED TOOLS AN					
	1344-28-1	ALUMINUM OXIDE				X	X
S	7440-43-9	CADMIUM	X			X	X
	7440-48-4	COBALT	X			X	X
	7440-50-8	COPPER	X	X		X	X
	7440-02-0	NICKEL	X			X	X
S	7440-02-0	NICKEL	X			X	X
	7440-22-4	SILVER	X			X	
	7440-66-6	ZINC	X	X		X	X
		AVITROL					
	7647-01-0	HYDROCHLORIC ACID		X		X	X
	504-24-5	PYRIDINE, 4-AMINO-				X	X
		BALL PAINT MARKERS - ALL COLORS					
	107-98-2	2-PROPANOL, 1-METHOXY-	X			X	
		BOND "SUPER TOILEX"					
	7647-01-0	HYDROCHLORIC ACID		X		X	X
		BRAZO FLUX					
	1303-96-4	SODIUM BORATE DECAHYDRATE			X	X	X
		BRUNING PD ACTIVATOR					
	107-41-5	2,4-PENTANEDIOL, 2-METHYL-				X	
	112-80-1	9-OCTADECENOIC ACID (Z)-					
	100-51-6	BENZENEMETHANOL					
	141-43-5	ETHANOL, 2-AMINO-	X			X	X
E	107-21-1	ETHYLENE GLYCOL			X	X	X

Hazardous Substance S = Special Hazardous Substance

RTK USE ONLY

Facility: _____
Doc. Code: _____ Date: _____Name of Company: JLG Industries, Inc.
Workplace Covered By Form: Entire Facility
Federal Employer ID #: - Date: 03/04/96

S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)			
			FIR	REL	REA	ACU
		CARBOLOY (R) CARBIDE GRADE 616				
S	7440-47-3	CHROMIUM			X	X
S	7440-02-0	NICKEL	X		X	X
		CARBON DIOXIDE				
	124-38-9	CARBON DIOXIDE			X	X
		CARBON DIOXIDE, GAS				
	124-38-9	CARBON DIOXIDE			X	X
		CENTARI (R) ACRYLIC ENAMEL				
E	78-93-3	METHYL ETHYL KETONE	X		X	X
E	108-88-3	TOLUENE	X		X	X
E	1330-20-7	XYLENE (MIXED ISOMERS)	X		X	X
		CENTARI (R) BASEMAKERS				
	108-83-8	4-HEPTANONE, 2,6-DIMETHYL-	X		X	
E	123-86-4	ACETIC ACID, BUTYL ESTER	X		X	X
E	67-64-1	ACETONE	X		X	X
E	78-93-3	METHYL ETHYL KETONE	X		X	X
		CLEANING SOLVENT 755 (AEROSOL)				
E	71-55-6	1,1,1-TRICHLOROETHANE		X	X	X
	124-38-9	CARBON DIOXIDE			X	X
	109-87-5	METHANE, DIMETHOXY-	X		X	X
E	75-65-0	TERT-BUTYL ALCOHOL	X		X	
		COATED ABRASIVE PRODUCT - ADALOX & METAL				
E	1344-28-1	ALUMINUM OXIDE			X	X
		COATED ABRASIVE PRODUCT - NORZON				
E	1344-28-1	ALUMINUM OXIDE			X	X
		COATED ABRASIVE PRODUCT - NORZON F826				
E	1344-28-1	ALUMINUM OXIDE			X	X
		COLD SOLVENT DEGREASER				
E S	75-09-2	DICHLOROMETHANE	X		X	X
	111-76-2	ETHANOL, 2-BUTOXY-	X		X	X
	8002-05-9	PETROLEUM			X	X
	79-01-6	TRICHLOROETHYLENE			X	X

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S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)				
			P	R	R	A	C
		CROSSLINKER					
	123-86-4	ACETIC ACID, BUTYL ESTER	X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		CSM-1 DEGREASER					
	71-55-6	1,1,1-TRICHLOROETHANE			X	X	X
	124-38-9	CARBON DIOXIDE				X	X
		DAR-2					
	78-93-3	METHYL ETHYL KETONE	X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		DAZ-L FLUORESCENT (ALL COLORS)					
	75-09-2	DICHLOROMETHANE	X			X	X
	108-88-3	TOLUENE	X			X	X
		DECO BRITE AEROSOL SPRAY PAINT					
	67-64-1	ACETONE	X			X	X
	8030-30-6	BENZIN	X			X	X
	110-54-3	HEXANE	X	X		X	X
	74-98-6	PROPANE	X	X		X	X
	75-28-5	PROPANE, 2-METHYL-					
	13463-67-7	TITANIUM OXIDE (TiO2)				X	X
	108-88-3	TOLUENE	X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		DECO BRITE GLOSS YELLOW AEROSOL SPRAY					
	67-64-1	ACETONE	X			X	X
	8030-30-6	BENZIN	X			X	X
	110-54-3	HEXANE	X	X		X	X
	74-98-6	PROPANE	X	X		X	X
	75-28-5	PROPANE, 2-METHYL-					
	13463-67-7	TITANIUM OXIDE (TiO2)				X	X
	108-88-3	TOLUENE	X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		DTR602					
	67-64-1	ACETONE	X			X	X
	108-88-3	TOLUENE	X			X	X

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		HAZARDOUS INGREDIENT(S)		FIR	REL	REA	ACU	CHR
		DUCTILE IRON						
E	7429-90-5	ALUMINUM		X	X	X		
E S	7440-47-3	CHROMIUM				X	X	
E	7440-50-8	COPPER		X	X	X	X	
	7439-95-4	MAGNESIUM						
E	7439-96-5	MANGANESE		X	X	X	X	
	7439-98-7	MOLYBDENUM		X		X		
E S	7440-02-0	NICKEL		X		X	X	
E	7723-14-0	PHOSPHORUS		X		X	X	
	7440-21-3	SILICON		X		X		
	7704-34-9	SULFUR						
		DURACELL						
	1310-58-3	POTASSIUM HYDROXIDE (K(OH))				X	X	X
	7440-66-6	ZINC		X	X	X	X	
		DXR80						
E	123-86-4	ACETIC ACID, BUTYL ESTER		X		X	X	
		DYKEN SPRAY STEEL BLUE SP-1100						
E	123-86-4	ACETIC ACID, BUTYL ESTER		X		X	X	
	106-97-8	BUTANE		X	X	X	X	
	64-17-5	ETHANOL		X		X	X	
E	71-36-3	N-BUTYL ALCOHOL		X	X	X	X	
	74-98-6	PROPANE		X		X	X	
	75-28-5	PROPANE, 2-METHYL-						
		ENAMEL REDUCERS						
	108-83-8	4-HEPTANONE, 2,6-DIMETHYL-		X		X		
E	141-78-6	ACETIC ACID ETHYL ESTER		X		X	X	
E	123-86-4	ACETIC ACID, BUTYL ESTER		X		X	X	
E	67-64-1	ACETONE		X		X	X	
E	67-63-0	ISOPROPYL ALCOHOL		X		X	X	
E	7439-92-1	LEAD		X	X	X	X	
E	71-36-3	N-BUTYL ALCOHOL		X		X	X	
E	108-88-3	TOLUENE		X		X	X	
E	1330-20-7	XYLENE (MIXED ISOMERS)		X		X	X	
		EPOXY						
	110-43-0	2-HEPTANONE		X		X		
	25551-13-7	BENZENE, TRIMETHYL-		X		X		

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			P	I	R	R	E	A
		EPOXY (cont.)						
	100-41-4	ETHYLBENZENE	X				X	X
S	50-00-0	FORMALDEHYDE	X	X	X		X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X				X	X
		EPOXY HARDENER						
	108-10-1	METHYL ISOBUTYL KETONE	X				X	
	71-36-3	N-BUTYL ALCOHOL	X		X		X	X
		F-100 INK						
	64-17-5	ETHANOL	X				X	X
		FABSHIELD 4						
	1309-48-4	MAGNESIUM OXIDE (MGO)						X
	7439-96-5	MANGANESE	X		X		X	X
	7440-02-0	NICKEL	X				X	X
	13463-67-7	TITANIUM OXIDE (TiO2)					X	X
		FAST DRY INHIBITING PRIMER						
	8030-30-6	BENZIN	X				X	X
		FAST DRY PRIMER						
	8032-32-4	LIGROINE	X				X	X
	108-88-3	TOLUENE	X				X	X
		FLAME RETARDANT FLOOR COVERING - WHITE						
	7783-20-2	AMMONIUM SULFATE (SOLUTION)					X	
		FLEETWOOD 37						
	13463-67-7	TITANIUM OXIDE (TiO2)					X	X
	1314-13-2	ZINC OXIDE (ZNO)					X	X
		FORM-A-GASKET (R) #1						
	1309-37-1	IRON OXIDE (Fe2O3)					X	
	67-63-0	ISOPROPYL ALCOHOL	X				X	X
	1332-58-7	KAOLIN					X	
		FORM-A-GASKET (R) #2						
	67-63-0	ISOPROPYL ALCOHOL	X				X	X
	1332-58-7	KAOLIN					X	

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			FIR	REL	REA	ACU	CHR
	1310-58-3	FORMULA 707 POTASSIUM HYDROXIDE (K(OH))		X	X	X	
	78-83-1	G-G F.D. METAL SHOP PRIMER 1-PROPANOL, 2-METHYL-	X		X	X	X
	100-41-4	ETHYLBENZENE	X			X	X
	79-10-7	GASKET ELIMINATOR (R) 515 SEALANT ACRYLIC ACID	X	X	X	X	X
	80-15-9	CUMENE HYDROPEROXIDE	X			X	X
S	81-07-2	SACCHARIN				X	
	7631-86-9	SILICA				X	
	111-76-2	GLASS CLEANER (AEROSOL) ETHANOL, 2-BUTOXY-	X			X	X
	67-63-0	ISOPROPYL ALCOHOL	X			X	X
	1317-80-2	GLID-GUARD ALKYD INDUSTRIAL ENAMEL - IMP RUTILE (TiO2)					
	1317-80-2	GLID-GUARD ALKYD INDUSTRIAL ENAMEL - PAS RUTILE (TiO2)					
	1317-80-2	GLID-GUARD ALKYD INDUSTRIAL ENAMEL - WHI RUTILE (TiO2)					
	1317-80-2	GLID-GUARD GLID-SHIELD - DEEP TINT BASE RUTILE (TiO2)					
	1333-86-4	GLID-GUARD INDUSTRIAL MAINTENANCE COLORA CARBON BLACK				X	X
	1309-37-1	IRON OXIDE (Fe2O3)				X	
	13463-67-7	TITANIUM OXIDE (TiO2)				X	X
	1317-80-2	GLID-GUARD MACH GRAY RUTILE (TiO2)					
	1317-80-2	GLID-GUARD MED YELLOW RUTILE (TiO2)					

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		PRODUCT NAME		PHYSICAL AND HEALTH HAZARD(S)				
		HAZARDOUS INGREDIENT(S)		FIR	REL	REA	ACU	CER
		GLID-GUARD SPEEDENAMEL Q.D. ENAMEL						
	1317-65-3	LIMESTONE					X	
	13463-67-7	TITANIUM OXIDE (TiO2)					X	X
E	1330-20-7	XYLENE (MIXED ISOMERS)		X			X	X
		GLID-GUARD SPEEDENAMEL QUICK-DRY CLEAR T						
E	1330-20-7	XYLENE (MIXED ISOMERS)		X			X	X
		GOOD GULF LEADED GASOLINE						
E S	71-43-2	BENZENE		X		X	X	X
E	110-82-7	CYCLOHEXANE		X			X	X
E	100-41-4	ETHYLBENZENE		X			X	X
	110-54-3	HEXANE		X	X		X	X
	1634-04-4	METHYL TERT-BUTYL ETHER		X			X	
	91-20-3	NAPHTHALENE		X	X		X	X
	108-88-3	TOLUENE		X			X	X
	1330-20-7	XYLENE (MIXED ISOMERS)		X			X	X
		GRAPHITE GUN						
	7782-42-5	GRAPHITE						X
		GRAY AIR DRY PRIMER						
E	71-36-3	N-BUTYL ALCOHOL		X		X	X	X
E	108-88-3	TOLUENE		X			X	X
E	1330-20-7	XYLENE (MIXED ISOMERS)		X			X	X
		GRAY IRON CASTING						
E	7429-90-5	ALUMINUM		X		X	X	
E S	7440-47-3	CHROMIUM					X	X
E	7440-50-8	COPPER		X		X	X	X
E	7439-96-5	MANGANESE		X		X	X	X
	7439-98-7	MOLYBDENUM		X			X	
E S	7440-02-0	NICKEL		X			X	X
E	7723-14-0	PHOSPHORUS		X			X	X
	7440-21-3	SILICON		X			X	
	7704-34-9	SULFUR						
		GRAY IRON CASTING						
E	7429-90-5	ALUMINUM		X		X	X	
S	7440-47-3	CHROMIUM					X	X
	7440-50-8	COPPER		X		X	X	X

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			P	R	R	C
		GRAY IRON CASTING (cont.)				
	7439-96-5	MANGANESE	X	X	X	X
	7439-98-7	MOLYBDENUM	X		X	
S	7440-02-0	NICKEL	X		X	X
	7723-14-0	PHOSPHORUS	X		X	X
	7440-21-3	SILICON	X		X	
	7704-34-9	SULFUR				
		HI-GLOSS ENAMEL				
	1330-20-7	XYLENE (MIXED ISOMERS)	X		X	X
		HIGH SOLIDS ACRYLIC ENAMEL				
	111-76-2	ETHANOL, 2-BUTOXY-	X		X	X
	78-93-3	METHYL ETHYL KETONE	X		X	X
	100-42-5	STYRENE	X		X	X
		HIGH TECH ELECTRONIC CLEANER				
	71-55-6	1,1,1-TRICHLOROETHANE		X	X	X
	124-38-9	CARBON DIOXIDE			X	X
		HOSE ASSEMBLY LUBRICANT				
	8002-05-9	PETROLEUM			X	X
		I-M COLORANT CHROME YELLOW				
S	7440-47-3	CHROMIUM			X	X
	7439-92-1	LEAD	X		X	X
		I-M COLORANT LAMPBLACK				
	1333-86-4	CARBON BLACK			X	X
	8032-32-4	LIGROINE	X		X	X
		I-M COLORANT MOLY ORANGE				
S	7440-47-3	CHROMIUM			X	X
	7439-92-1	LEAD	X		X	X
		I-M COLORANT PHTHALO BLUE				
	8032-32-4	LIGROINE	X		X	X
		I-M COLORANT WHITE				
	13463-67-7	TITANIUM OXIDE (TiO2)			X	X

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			FIR	REL	REA	ACU	CER
		I-M COLORANT, CHROME YELLOW, MEDIUM					
S	7440-47-3	CHROMIUM					X
	7439-92-1	LEAD	X				X
		IMRON (R) POLYURETHANE ENAMEL					
	141-78-6	ACETIC ACID ETHYL ESTER	X				X
	123-86-4	ACETIC ACID, BUTYL ESTER	X				X
	7429-90-5	ALUMINUM	X	X			
	1333-86-4	CARBON BLACK					X
S	18454-12-1	LEAD CHROMATE, BASIC					X
	78-93-3	METHYL ETHYL KETONE	X				X
	71-36-3	N-BUTYL ALCOHOL	X	X			X
	13463-67-7	TITANIUM OXIDE (TiO2)					X
	108-88-3	TOLUENE	X				X
	1330-20-7	XYLENE (MIXED ISOMERS)	X				X
		INHIBITED ETHEYLENE GLYCOL					
E	107-21-1	ETHYLENE GLYCOL			X	X	X
		JON-DRAW 700					
E S	50-00-0	FORMALDEHYDE	X	X	X	X	X
		KOAL PLASMA QUENCH NO. 617					
	7631-99-4	SODIUM(I) NITRATE (1:1)	X		X	X	X
		KOAL PLASMA QUENCH NO. 617.2					
	7631-99-4	SODIUM(I) NITRATE (1:1)	X		X	X	X
		LACQUER THINNER					
E	67-64-1	ACETONE	X				X
E	67-63-0	ISOPROPYL ALCOHOL	X				X
E	71-36-3	N-BUTYL ALCOHOL	X	X			X
E	108-88-3	TOLUENE	X				X
		LATEX FLOOR, PORCH & TRIM ENAMEL					
E	107-21-1	ETHYLENE GLYCOL			X	X	X
		LED-PLATE NO. 250 ANTI-SEIZE SEALING COM					
	7439-92-1	LEAD	X				X

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			FIR	REL	REA	ACU	CHR
	102-71-6	LENEX BAND-ADE MACHINE CLEANER ETHANOL, 2,2',2"-NITRILOTRIS-					
	74-98-6	LIQUEFIED PETROLEUM GAS OR PROPANE PROPANE	X	X		X	X
	74-99-7	LIQUIFIED PETROLEUM GAS W/METYL ACETYLEN 1-PROPYNE	X			X	
	71-55-6 67-63-0	LOCQUIC (R) PRIMER T 1,1,1-TRICHLOROETHANE ISOPROPYL ALCOHOL	X		X	X	X
	107-21-1	LUX-REE LAT. FLAT WHITE & TINTS ETHYLENE GLYCOL			X	X	X
	111-76-2 67-63-0	M-60 GLASS CLEANER, CLEAR THRU, C-CLEAR, ETHANOL, 2-BUTOXY- ISOPROPYL ALCOHOL	X X			X X	X X
	137-05-3	M-BOND 200 ADHESIVE 2-PROPENOIC ACID, 2-CYANO-, METHYL				X	
	71-55-6 92-50-2	M-BOND 200 CATALYST 1,1,1-TRICHLOROETHANE ETHANOL, 2-(ETHYLPHENYLAMINO)-			X	X	X
	7664-38-2	M-PREP CONDITIONER A PHOSPHORIC ACID				X	X
	1336-21-6 67-63-0	M-PREP NEUTRALIZER 5 AMMONIUM HYDROXIDE ((NH4)(OH)) ISOPROPYL ALCOHOL	X			X X	X X
	57-55-6 111-76-2	MARKAL BALL PAINT MARKERS 1,2-PROPANEDIOL ETHANOL, 2-BUTOXY-	X			X	X
S	75-09-2 68476-85-7	MARSH SPRAY MARKOVER TAN & WHITE DICHLOROMETHANE LIQUEFIED PETROLEUM GAS	X			X	X

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			P	R	R	E	A
		MARSH SPRAY MARKOVER TAN & WHITE (cont.)					
	108-88-3	TOLUENE	X			X	X
		METAL SHOP PRIMER					
	78-83-1	1-PROPANOL, 2-METHYL-	X		X	X	X
	100-41-4	ETHYLBENZENE	X			X	X
	1309-37-1	IRON OXIDE (FE2O3)				X	
	14808-60-7	QUARTZ (SIO2)				X	X
	14807-96-6	TALC					
		MINT DISINFECTANT, PH, COEF. 7.5					
	67-63-0	ISOPROPYL ALCOHOL	X			X	X
		NATURAL GAS					
	106-97-8	BUTANE	X	X		X	
	124-38-9	CARBON DIOXIDE				X	X
	74-84-0	ETHANE					
	110-54-3	HEXANE	X	X		X	X
	7783-06-4	HYDROGEN SULFIDE (H2S)	X	X		X	X
	74-82-8	METHANE	X	X		X	X
	109-66-0	PENTANE	X	X		X	X
	74-98-6	PROPANE					
		NATURAL GRAPHITE MICRO MESH					
	7782-42-5	GRAPHITE					
	14808-60-7	QUARTZ (SIO2)				X	
		NICKEL BASED CAST STEELS					
S	7440-47-3	CHROMIUM	X			X	X
	7440-48-4	COBALT	X		X	X	X
	7440-50-8	COPPER	X		X	X	X
	7439-96-5	MANGANESE	X			X	
	7439-98-7	MOLYBDENUM	X			X	X
S	7440-02-0	NICKEL	X			X	
	7440-21-3	SILICON					
		NISSEN FELTIP PAINT MARKER					
	13463-67-7	TITANIUM OXIDE (TIO2)				X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X

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			FIR	REL	REA	ACU	CER
		NITROGEN LIQUID BULK					
	7727-37-9	NITROGEN					
		NITROGEN, COMPRESSED GAS					
	7727-37-9	NITROGEN					
		OXYGEN, COMPRESSED GAS					
	7782-44-7	OXYGEN					
		PIGMENT DISPERSION					
	25551-13-7	BENZENE, TRIMETHYL-	X		X		
	100-41-4	ETHYLBENZENE	X		X		X
	8052-41-3	STODDARD SOLVENT	X		X		
	1330-20-7	XYLENE (MIXED ISOMERS)	X		X		X
		PIPE SEALANT WITH TEFLON					
	111-87-5	1-OCTANOL					
	80-15-9	CUMENE HYDROPEROXIDE	X		X		X
	9002-84-0	ETHENE, TETRAFLUORO-, HOMOPOLYMER			X		X
	12001-26-2	MICA-GROUP MINERALS			X		X
	13463-67-7	TITANIUM OXIDE (TiO2)			X		X
		POLY SPRAY JET					
	111-76-2	ETHANOL, 2-BUTOXY-	X		X		X
	67-63-0	ISOPROPYL ALCOHOL	X		X		X
		POLYOL					
	110-43-0	2-HEPTANONE	X		X		
	110-19-0	ACETIC ACID, 2-METHYLPROPYL ESTER	X		X		
	123-86-4	ACETIC ACID, BUTYL ESTER	X		X		X
	108-10-1	METHYL ISOBUTYL KETONE	X		X		
		PRIMER N 7649 (4.5 OZ)					
	67-64-1	ACETONE	X		X		X
	75-28-5	PROPANE, 2-METHYL-					
		PROTECT-O-METAL NO. 2					
	1317-65-3	LIMESTONE			X		
		PROTEX SPRAY					
	124-38-9	CARBON DIOXIDE			X		X

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		HAZARDOUS INGREDIENT(S)		FIR	REL	REA	ACU	CHR
E S	CAS #							
		PROTEX SPRAY (cont.)						
E S	75-09-2	DICHLOROMETHANE		X		X		X
		PST (R) H TEMP ANTI-GALLING PIPE SEALANT						
E	80-15-9	CUMENE HYDROPEROXIDE		X		X		X
E S	81-07-2	SACCHARIN				X		X
	13463-67-7	TITANIUM OXIDE (TiO2)				X		X
		PST (R) PIPE SEALANT						
E	80-15-9	CUMENE HYDROPEROXIDE		X		X		X
E S	81-07-2	SACCHARIN				X		X
	13463-67-7	TITANIUM OXIDE (TiO2)				X		X
		PURPLE K DRY CHEMICAL						
	12001-26-2	MICA-GROUP MINERALS				X		X
		QUAL (AND OTHER BRANDS)						
E	7664-93-9	SULFURIC ACID		X		X	X	X
		QUICK 'N EASY SPRAY ENAMEL						
E	110-19-0	ACETIC ACID, 2-METHYLPROPYL ESTER		X		X		
E	67-64-1	ACETONE		X		X		X
E	67-63-0	ISOPROPYL ALCOHOL		X		X		X
E	78-93-3	METHYL ETHYL KETONE		X		X		X
E	71-36-3	N-BUTYL ALCOHOL		X		X		X
	74-98-6	PROPANE		X	X	X		X
	75-28-5	PROPANE, 2-METHYL-						
E	108-88-3	TOLUENE		X		X		X
E	1330-20-7	XYLENE (MIXED ISOMERS)		X		X		X
		REDUCERS						
E	95-63-6	1,2,4-TRIMETHYLBENZENE		X		X		X
E	98-82-8	CUMENE		X		X		X
E	100-41-4	ETHYLBENZENE		X		X		X
E	1330-20-7	XYLENE (MIXED ISOMERS)		X		X		X
		REGULAR STARTING FLUID						
	124-38-9	CARBON DIOXIDE				X		X
E	60-29-7	ETHANE, 1,1'-OXYBIS-		X	X	X		X
	142-82-5	HEPTANE		X	X	X		X
	110-54-3	HEXANE		X	X	X		X

RTK USE ONLY

Facility: _____

Doc. Code: _____

Date: _____

Name of Company: JLG Industries, Inc.Workplace Covered By Form: Entire FacilityFederal Employer ID #: -Date: 03/04/96

S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S) FIR REL REA ACU CHR			
		REL. AGENT 81669				
	71-55-6	1,1,1-TRICHLOROETHANE	X		X	X
	124-38-9	CARBON DIOXIDE			X	X
		RESINOID BONDED GRINDING WHEELS				
	1344-28-1	ALUMINUM OXIDE			X	X
	409-21-2	SILICON CARBIDE (SIC)			X	
		RM 81				
	111-76-2	ETHANOL, 2-BUTOXY-	X		X	X
	1310-58-3	POTASSIUM HYDROXIDE (K(OH))		X	X	X
		RUST VETO 2109				
	8008-20-6	KEROSENE				
		RUST-O-LENE OIL 110				
	92-52-4	BIPHENYL			X	X
	8008-20-6	KEROSENE				
	91-20-3	NAPHTHALENE	X	X	X	X
		RUSTMASTER SPRAY - CLEAR GLOSS				
	67-64-1	ACETONE	X		X	X
	108-88-3	TOLUENE	X		X	X
		RUSTMASTER SPRAY - FLAT WHITE				
	67-64-1	ACETONE	X		X	X
	71-36-3	N-BUTYL ALCOHOL	X	X	X	X
	108-88-3	TOLUENE	X		X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X		X	X
		SAFETY-KLEEN 105 PARTS WASHING SOLVENT				
	71-55-6	1,1,1-TRICHLOROETHANE		X	X	X
	100-41-4	ETHYLBENZENE	X		X	X
	127-18-4	TETRACHLOROETHYLENE		X	X	X
S	108-88-3	TOLUENE	X		X	X
	1330-20-7	XYLENE (MIXED ISOMERS)	X		X	X
		SAVOGRAN STRYPEEZE SEMI PASTE				
	67-64-1	ACETONE	X		X	X
	75-09-2	DICHLOROMETHANE	X		X	X
S	67-56-1	METHANOL	X	X	X	X

RTK USE ONLY

Facility: _____

Doc. Code: _____ Date: _____

Name of Company: JLG Industries, Inc.Workplace Covered By Form: Entire FacilityFederal Employer ID #: - Date: 03/04/96

E S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)				
			FIR	REL	REA	ACU	CHR
		SAVOGRAN STRYPEEZE SEMI PASTE (cont.)					
	8002-74-2	PARAFFIN WAXES AND HYDROCARBON WAXE				X	
	108-88-3	TOLUENE	X			X	X
		SEAMLESS STEEL TUBING & STEEL BARS					
	7440-47-3	CHROMIUM				X	X
	7439-98-7	MOLYBDENUM	X			X	
	7440-02-0	NICKEL	X			X	X
		SENTRY GU SAFETY SOLVENT					
	71-55-6	1,1,1-TRICHLOROETHANE			X	X	X
		SPEAR-O-SAN GERMICIDAL CLEANER					
	7722-88-5	DIPHOSPHORIC ACID, TETRASODIUM SALT	X			X	X
		SPRAOL CLOTH MOP DRESSING					
	106-97-8	BUTANE	X	X		X	
	74-98-6	PROPANE	X	X		X	X
	75-28-5	PROPANE, 2-METHYL-					
		SPRED - FLAT BLACK					
	1333-86-4	CARBON BLACK				X	X
	8032-32-4	LIGROINE	X			X	X
		STOP SEIZE					
	7440-50-8	COPPER	X		X	X	X
	7782-42-5	GRAPHITE					X
		SUPER COACH H/G BLACK					
	8030-30-6	BENZIN	X			X	X
		SUPERBONDER(R) 430 INSTANT ADHESIVE					
	137-05-3	2-PROPENOIC ACID, 2-CYANO-, METHYL				X	
		SUPERFLEX(TM) SILICONE ADHESIVE/SEALANT					
	64-19-7	ACETIC ACID	X			X	X
		TOP COAT					
	111-76-2	ETHANOL, 2-BUTOXY-	X			X	X
	78-93-3	METHYL ETHYL KETONE	X			X	X
	100-42-5	STYRENE	X			X	X

RTK USE ONLY

Facility: _____

Doc. Code: _____ Date: _____

Name of Company: JLG Industries, Inc.Workplace Covered By Form: Entire FacilityFederal Employer ID #: -Date: 03/04/96

		PRODUCT NAME		PHYSICAL AND HEALTH HAZARD(S)				
		HAZARDOUS INGREDIENT(S)		FIR	REL	REA	ACU	CHR
E	S	CAS #						
		13463-67-7	TOP COAT (cont.) TITANIUM OXIDE (TiO2)				X	X
		110-54-3	TRAFFIC PAINT YELLOW HEXANE	X	X		X	X
E	S	7758-97-6	LEAD CHROMATE				X	X
E		1330-20-7	XYLENE (MIXED ISOMERS)	X			X	X
		7440-48-4	TUNGSTEN CARBIDE PRODUCT WITH COBALT BIN COBALT	X			X	X
		1344-28-1	TURCO DY-CHEK DEVELOPER NA PSU ALUMINUM OXIDE				X	X
E		76-13-1	FREON 113		X		X	X
E		67-63-0	ISOPROPYL ALCOHOL	X			X	X
		84-74-2	TURCO DY-CHEK PENETRANT (PSU) DIBUTYL PHTHALATE	X			X	X
E		76-13-1	FREON 113		X		X	X
E		8002-05-9	PETROLEUM				X	X
		64-17-5	TURCO DY-CHEK REMOVER LS (PSU) ETHANOL	X			X	X
E		76-13-1	FREON 113		X		X	X
		8002-05-9	PETROLEUM				X	X
		7429-90-5	ULTRA BLACK(R) RTV SILICONE ALUMINUM	X		X	X	X
E		1333-86-4	CARBON BLACK				X	X
		141-43-5	VCI METAL PROTECTIVE PAPER ETHANOL, 2-AMINO-	X			X	X
E		7632-00-0	SODIUM NITRITE	X	X	X	X	X
		67-63-0	VISIONAID RAINBOW ANTI-FOG, ANTI-STAT LI ISOPROPYL ALCOHOL	X			X	X
		1344-28-1	VITRIFIED BONDED - ABRASIVE PRODUCTS ALUMINUM OXIDE				X	X
E		409-21-2	SILICON CARBIDE (SiC)				X	
		7704-34-9	SULFUR					

- - - - - Hazardous Substance

RTK USE ONLY

 Facility: _____
 Doc. Code: _____ Date: _____

 Name of Company: JLG Industries, Inc.
 Workplace Covered By Form: Entire Facility
 Federal Employer ID #: - Date: 03/04/96

S	CAS #	PRODUCT NAME HAZARDOUS INGREDIENT(S)	PHYSICAL AND HEALTH HAZARD(S)			
			FIR	REL	REA	ACU CER
		WD-40 SPRAY CANS				
	68476-85-7	LIQUEFIED PETROLEUM GAS				
	8052-41-3	STODDARD SOLVENT	X			X
		WHITE STENCIL INK #7083				
S	75-09-2	DICHLOROMETHANE	X			X X
	13463-67-7	TITANIUM OXIDE (TiO2)				X X
	108-88-3	TOLUENE	X			X X
		WINDSHIELD WASHER				
	67-56-1	METHANOL	X		X	X X
		X-L CONCENTRATE				
	7722-88-5	DIPHOSPHORIC ACID, TETRASODIUM SALT	X			X X
		XAGRA- 7021AEROSOL				
	108-88-3	TOLUENE	X			X X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X X
		XYLENE				
	100-41-4	ETHYLBENZENE	X			X X
	1330-20-7	XYLENE (MIXED ISOMERS)	X			X X

Customer No.	Customer Name	Invoice Date	Invoice No.	Amount
10622	US Rentals Inc.	4/3/96	224477	(11,605.92)
10911	Clarklift of Ft. Worth, Inc.	4/10/96	225886	(35,786.00)
9512	Busey Truck Equipment	4/16/96	227294	(6,528.00)
10622	US Rentals Inc.	4/16/96	227286	(11,605.92)
10895	US Rentals	4/16/96	227288	(11,605.92)
9544	Fallsway Equipment Co., Inc.	4/26/96	230320	(6,169.25)

SCHEDULE 5.06

Supply of Cylinders

Attached and labeled as Schedule 5.06 - Attachment A are the hydraulic cylinders to be sold and delivered by Seller pursuant to Section 5.06.

Schedule 5.06 - Attachment A

MHD - TRUCK CRANE LINE

HYDRAULIC CYLINDER REQUIREMENTS/ANALYSIS TO END OF SEPT '98

PRODUCTION CYLINDERS					PRESENT SUPPLIER		5/14/86	5/14/96	ADDITIONAL QTY NEEDED FROM MCB BY SEPT '98	
PART #	DESCRIPTION						QTY ON HAND MHD	QUANTITY AT MCB		
1681745	VEHT DROP	MCB					5			9
1681753	LIFT DEICER	MCB					2			8
1681758	OUTRIGGER	MCB					6			6
1681763	26" TELE DEICER	MCB					2			3
1681831	44" TELE 600BT	MCB					1			2
1681869	O & D	MCB					3			25
1682026	OUTRIGGER	MCB					3			7
1682126	JACK	MCB					10			12
1682467	FRONT BUMPER	MCB					3			13
1682484	A FRAME	MCB					20			56
1682685	31" TELE	MCB					0			1
1682685	47" TELE (168332)	MCB					6			3
1682832	JACK	MCB					12			20
1682834	O&D EXTEND	MCB					4			12
1683000	JACK	MCB					2			15
1683001	O&D EXTEND	MCB					2			10
1683041	38" TELE	MCB					2			8
1683226	85" TELE	MCB					5			20
1683228	70" TELE	MCB					2			36
1683231	65" TELE	MCB					1			10
1683233	114" TELE	MCB					0	2		4
1683235	94" TELE	MCB					0			6
1683305	61" TELE	MCB					4			30
1683322	66" TELE	MCB					2			23
1683338	77" TELE	MCB					1	1		4
1683342	59" TELE	MCB					2			20
1683344	47" TELE	MCB					0			3
1683374	SWING CAB TELE	MCB					1			10
							101	3		374

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SCHEDULE 5.08

Transition Services

Purpose

To document current information systems and general accounting support requirements and responsibilities of JLG Industries, Inc. and the Purchaser of the Material Handling Division during the transition period.

The Purchaser shall assume actual costs (\$1,438 per month) for the installed T1 communication line between JLG Corporate Headquarters in McConnellsburg, Pennsylvania and the Material Handling Division located near York, Pennsylvania, beginning the day following closing and transfer of ownership.

The Purchaser shall assume actual costs for maintenance contracts covering installed PC's, printers (\$364 per month) and Data Net data collection terminals (\$48 per month) at the Material Handling Division, beginning the day following closing and transfer of ownership.

JLG will give the service providers notice of termination by JLG of the above services in accordance with the related contracts. Purchaser will be responsible for arranging its own support thereafter. JLG will bill Purchaser for expenses relating to these contracts thereof through the termination period.

Accounting services will be prepared on JLG's current time schedule. JLG will use its chart of accounts numbering scheme. JLG will give Purchaser access to JLG's systems for only Material Handling Division records.

TIME FRAME

The transition period shall begin on the date of closing and shall end 120 days later.

INFORMATION SYSTEMS SUPPORT DEFINITION

Support includes:

- Computer Operator support and hard copy reports as currently being provided to the Division.
- Conversion of JLG file information to Purchaser's file requirements will be provided in a "flat file" format provided by the Purchaser, with the exception of payroll information which will be provided via hard copy.
- JLG and the Purchaser shall each provide a "point-of-contact" person for questions during the entire transition period.

Support does not include:

- Any support for new application development.
- Technical support for the installation of new devices, or the relocation of existing devices, except those devices that will be returned to JLG Industries, Inc.

GENERAL ACCOUNTING SUPPORT DEFINITION

Support includes:

- **Payroll** - JLG will provide Purchaser with employee time records or a check register that details employee data. JLG will provide Purchaser with information to make payroll tax deposits.
- **Accounts Payable** - JLG will provide Purchaser a report of open invoices and, upon request, a cash requirements report detailing payment requirements. JLG will process invoices and provide Purchaser a list of invoices posted. Unless otherwise notified, JLG will follow its normal procedures in processing invoices for payment.
- **Accounts Receivable** - JLG will provide Purchaser a weekly aging. JLG will generate customer invoices and post cash receipts information provided by Purchaser.
- **General Ledger** - JLG will provide Purchaser a monthly trial balance and supporting detail. For information that is not provided by JLG's systems, Purchaser will provide journal entries in JLG's format. JLG will print departmental expense reports in JLG's current format.
- **Fixed Assets** - JLG will not maintain a detailed fixed assets register. JLG will supply the Purchaser with a list of assets as of the closing date.
- **After Services End** - JLG will provide Purchaser general ledger detail for the time period JLG maintained records for the Material Handling Division.

Support does not include:

- Collecting cash
- Payment of payroll and vendor disbursements
- Preparation of financial statements
- All tax calculations, support or deposits

SCHEDULE 6.03

Product Models

Model 1000P Crane
Model 1500P Crane
Model 1200T Crane
Model 1450T Crane
Model 1500T Crane
Model 2000T Crane
Model 1500SD Crane
Model 1500UC Crane
Model 2200UC Crane
Model 685 Crane
Model 686 Crane
Model 755 Crane (also referred to as Model 85M Crane)
Model 886 Crane
Model 8812 Crane
Model 8875 Crane

SCHEDULE 6.04

Intellectual Property

Patents

Case No.	Title	Country	Registration/ Application No.	Issue Date	Expiration Date
123	Telescopic Boom Construction	U.S. Canada	4,406,375 1,182,076	9/27/83 2/5/85	9/27/00 2/5/02
125	Boom Limit Safety Control System (with Back-Up System)	Canada S. Africa	1,201,793 81/3798	3/11/86 6/30/82	3/11/03 6/8/01

Closing Deliveries

See attached Closing Checklist

POWERSCREEN USC INC.

Acquisition of Assets of
the Materials Handling Division
of JLG Industries, Inc.

CLOSING CHECKLIST

1. Assets Purchase Agreement to be signed by:
Powerscreen USC Inc. ("Powerscreen")
Powerscreen International PLC ("International")
JLG Industries, Inc. ("JLG")
Fulton International, Inc. ("Fulton")
2. Bill of Sale to be signed by:
* JLG

Attachments:
* Schedule A - Equipment
* Schedule B - Inventory
* Schedule C - Permits
3. Vehicle transfer documents for the Vehicles to be signed by:
* JLG; and
* Powerscreen.
4. Assignments of Conveyed Intellectual Property to be signed by:
* JLG/Fulton; and
* Powerscreen.
5. Assignment of Assumed Contracts to be signed by:
* JLG; and
* Powerscreen.

Attachment:
* Exhibit A - List of Assumed Contracts.
6. Requests for Consents to Assignment from:
* Rasna;
* Print-O-Stat;
* Marlin Industrial Division, Inc.;
* Quality Copy Products; and
* IBM
7. Certificates of Amendment of the Certificates of Incorporation of USTC, USTC Indiana, Inc. and US Truck Cranes, Inc. amending name.

8. Pennsylvania Assumed Name filings to be signed by:
 - * Powerscreen.
9. Environmental Permits and Licenses.
10. Opinions of Brown, Todd & Heyburn PLLC re Powerscreen and of Andrew Harris re International.
11. Officers' Certificate of Powerscreen to be signed by:
 - * Barry Cosgrove as President; and
 - * Shay McKeown as CEO.
12. Certified Resolution of Powerscreen to be signed by:
 - * Shay McKeown as CEO;
 - * Barry Cosgrove as President;
 - * Patrick Devlin as Secretary/Treasurer; and
 - * Jay Tannon as Assistant Secretary.
13. Delaware Certificate of Good Standing for Powerscreen.
14. Pennsylvania Certificate of Authority for Powerscreen.
15. Opinion of Covington & Burling re JLG and Fulton.
16. Officers' Certificate of JLG to be signed by:
 - * Tom Singer as VP, Gen Counsel & Secretary; and
 - * David Black as Chairman, President & CEO.
17. Certified Resolution of JLG to be signed by:
 - * Tom Singer.
18. Pennsylvania Certificate of Good Standing for JLG.
19. Pennsylvania Certificate of No Tax Due for JLG.
20. UCC-3 Termination Statements from:
 - * Department of Commerce: 036140;
 - * Department of Commerce: 93-ST-01238-01.
22. Escrow Agreement to be signed by:
 - * JLG;
 - * Powerscreen; and
 - * PNC Bank

23. Indenture to be signed by:

- * JLG; and
- * Powerscreen.

24. Tax Exemption Certificates.

25. Agreements regarding soil disposal and NPDES.

26. Wire to JLG account at First National Bank of Maryland \$10,954,341.80 (Preliminary Purchase Price less adjustment for escrow of \$250,000.00, cash requirement of \$750,000.00 and real estate transfer and ad valorem taxes).

27. \$750,000 wire to Powerscreen account at PNC Bank, York.

28. \$250,000 wire to PNC Bank, Kentucky as escrow agent.

29. IISA filing for Powerscreen and International.

* Resolve division of motor vehicle taxes post-closing.

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS JLG INDUSTRIES, INC.	DEFENDANTS POWERSCREEN USC., INC., POWERSCREEN INTERNATIONAL PLC, and TEREX CORPORATION
(b) County of Residence of First Listed Plaintiff <u>Fulton</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>Jefferson</u> (IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.	
(c) Attorney's (Firm Name, Address, and Telephone Number) <u>302-504-7840</u> <u>Montgomery, McCracken, Walker & Rhoads, LLP</u> <u>300 Delaware Ave., Suite 750, Wilmington, DE 19801</u>	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																								
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input checked="" type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marriage <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN (Place an "X" in One Box Only)							
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 USC 1332</u> Brief description of cause: <u>contractual indemnification</u>
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VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	(See instructions): <u>Chief JUDGE</u> <u>Sue L. Robinson</u>	DOCKET NUMBER <u>06-50 SLR (now dismissed)</u>
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DATE 11/2/06 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06-677

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 4 COPIES OF AO FORM 85.

11-2-06

(Date forms issued)

Ben Loughheed

(Signature of Party or their Representative)

Ben Loughheed

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action

MONTGOMERY, McCracken, Walker & Rhoads, LLP
ATTORNEYS AT LAW

RICHARD MONTGOMERY DONALDSON
ADMITTED IN DELAWARE, PENNSYLVANIA & NEW JERSEY

DIRECT DIAL
302-504-7840

rdonaldson@mmwr.com

300 DELAWARE AVENUE, SUITE 750
WILMINGTON, DE 19801
302-504-7800
FAX 302-504-7820

123 SOUTH BROAD STREET
AVENUE OF THE ARTS
PHILADELPHIA, PA 19109
215-772-1500
FAX 215-772-7620

LIBERTYVIEW
457 HADDONFIELD ROAD, SUITE 600
CHERRY HILL, NJ 08002
856-488-7700
FAX 856-488-7720

1235 WESTLAKES DRIVE, SUITE 200
BERWYN, PA 19312
610-889-2210
FAX 610-889-2220

220 WEST GAY STREET
WEST CHESTER, PA 19380-2934
610-350-3150
FAX 610-430-8718

November 2, 2006

BY HAND DELIVERY

Dr. Peter T. Dalleo
Clerk of the Court
U.S. District Court for the District of Delaware
844 N. King Street, Room 4209
Lockbox 18
Wilmington, DE 19801

Re: **JLG Industries, Inc. v. Powerscreen USC, Inc. et al. (newly filed action)**
Prior Related Action: JLG Industries, Inc. v. Powerscreen USC, Inc. et al, 06-50 - SLR

Dear Dr. Dalleo:

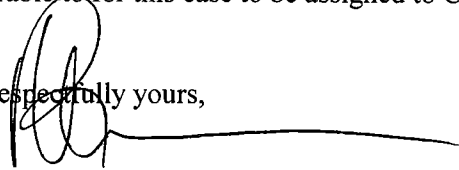
Enclosed for filing are the originals of the following:

- Case Information Statement
- Summons, Complaint and Exhibits
- Rule 7.1 Statement, and
- Check in the amount of \$350.00.

Also enclosed is a disk containing the above in .pdf format.

We note that this action involves the same parties and contract indemnity obligations that were at issue in an earlier action (C.A. No. 06-50 SLR). The earlier action was settled and dismissed on June 28, 2006. We bring this to the Court's attention as it may be desirable for this case to be assigned to Chief Judge Robinson as well.

Respectfully yours,


R. Montgomery Donaldson

RMD/saa
Enclosures

cc: The Honorable Sue L. Robinson (w/o encls.)
Rosanna DiMeo, Case Manager (w/o encls.)